TOHO WATER AUTHORITY ROBERT McLANE BLVD. GRAVITY SEWER REHABILITATION PROJECT

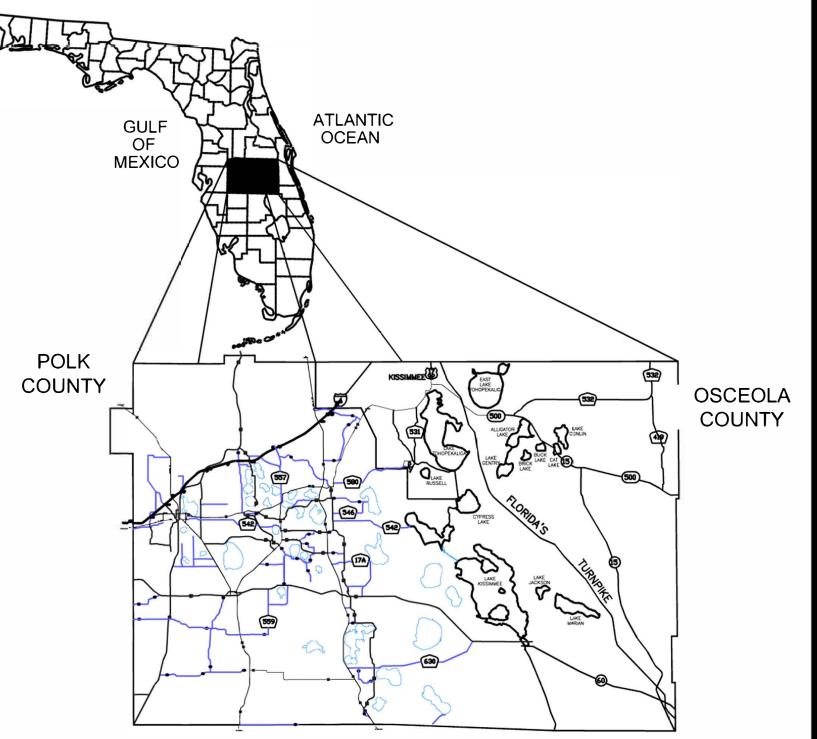
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PROJECT LOCATION: CLIENT INFORMATION:

TOHO WATER AUTHORITY
OSCEOLA COUNTY, FL. 951 MARTIN LUTHER KING BLVD

KISSIMMEE, FL. 34741

Tt PROJECT No.:

CLIENT PROJECT No.:

ISSUED:

200-08466-18010

CONFORMED SET

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- 3. NOTES PROVIDED IN THE DRAWING TABLES ARE FOR INFORMATIONAL PURPOSES ONLY AND EXPRESS CONDITIONS OBSERVED AT THE TIME OF THE CCTV REVIEW.
- 4. WHERE MANHOLES ARE TO BE INSTALLED ON A PIPE DEAD END, THE CONTRACTOR IS TO VERIFY THE DEPTH OF END OF PIPE TO DETERMINE THE MANHOLE RIM AND INVERT INFORMATION. THIS DATA SHALL BE PROVIDED BY THE CONTRACTOR ALONG WITH SURVEYED LOCATIONS WITH REQUIRED SUBMITTALS.
- 5. MATERIAL CODE 'XXX' IS UNKNOWN; DEPTH CODE '999' IS UNKNOWN. DIAMETER CODE '0' IS UNKNOWN. CONTRACTOR WILL PERFORM SURVEYING AND CONFIRM ALL EXISTING SITE INFORMATION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 6. ALL PAVEMENT REPLACEMENT SHALL MATCH THE EXISTING PAVEMENT THICKNESS IN KIND UNLESS OTHERWISE DIRECTED BY THE JURISDICTIONAL AUTHORITY THAT OWNS AND MAINTAINS THE ROADWAY. IT IS RECOMMENDED THAT THE CONTRACTOR HAVE PAVEMENT CORINGS TAKEN TO CONFIRM PAVEMENT THICKNESSES PRIOR TO COMMENCEMENT OF CONSTRUCTION. ALL PAVEMENT TO BE REMOVED SHALL BE SAWCUT TO PROVIDE ADEQUATE BUTT JOINTS FOR SUBSEQUENT PAVEMENT REPLACEMENT. ALL EXISTING PAVEMENT GRADES AND TIE-INS TO EXISTING GRADES SHALL MATCH. SURVEYING WILL BE REQUIRED TO ENSURE THAT ALL FINAL GRADES ARE CONSISTENT WITH EXISTING GRADES AND ELEVATIONS.
- 7. ALL SEWER REHABILITATION WORK IS BASED ON PRIOR CCTV INSPECTIONS. ANY CHANGES TO THE PROPOSED WORK OR QUANTITIES OF WORK TO BE COMPLETED THAT ARE DISCOVERED DURING INSPECTION DURING THE PROJECT SHALL BE REPORTED TO THE OWNER IMMEDIATELY FOR REVIEW AND APPROVAL PRIOR TO COMPLETING THE WORK. ADDITIONAL WORK SHALL BE PAID FOR USING UNIT PRICE ITEMS IN THE CONTRACT.
- 8. ALL QUANTITIES PROVIDED IN THE PROPOSED WORK TABLES ARE BASED ON PRIOR CCTV INSPECTIONS AND THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT PROJECT LOCATIONS DURING THE PROJECT. ANY UNCERTAINTY REGARDING A DEFECT DISCOVERED DURING PROJECT INSPECTION FOR THE WORK TO BE COMPLETED SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER FOR CLARIFICATION.
- 9. THE CONTRACTOR IS RESPONSIBLE FOR ALL WASTEWATER AND STORMWATER BYPASS PUMPING AND FLOW CONTROL COSTS REQUIRED TO COMPLETE THE WORK. COORDINATION WITH VARIOUS JURISDICTIONAL AGENCIES MUST BE PERFORMED PRIOR TO ANY BYPASS PUMPING EFFORTS OR FLOW CONTROL EFFORTS.
- 10. THE CONTRACTOR SHALL PROVIDE COPIES OF ALL PRE- AND POST- REHABILITATION CCTV INSPECTIONS TO THE OWNER WITH THE COST TO BE INCLUDED IN THE BID ITEMS FOR THE PROJECT. ALL CCTV REPORTS ARE TO BE IN CCTV FORMAT PER THE PROJECT SPECIFICATIONS.
- 11. RIGID COUPLINGS OR SPECIALITY COUPLINGS FOR VARIATION PIPING MATERIALS CONNECTIONS SHALL BE REQUIRED FOR ALL TIE-INS TO EXISTING SANITARY SEWER PIPING. COUPLINGS WILL BE AT NO ADDITIONAL COST TO THE OWNER.

MAINTENANCE OF TRAFFIC (MOT) NOTES

- 1. THE MAINTENANCE OF TRAFFIC FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH U.S. DEPARTMENT OF TRANSPORTATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), LATEST EDITION, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION'S "ROADWAY AND TRAFFIC DESIGN STANDARDS" LATEST EDITION. CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING AND SUBMITTING A M.O.T. PLAN IN ACCORDANCE WITH FDOT GUIDELINES, REGULATIONS AND STANDARDS FOR APPROVAL PRIOR TO COMMENCING WORK. THE CONTRACTOR'S M.O.T. PLAN SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED CIVIL ENGINEER WITH KNOWLEDGE OF PREPARING TRAFFIC CONTROL PLANS.
- 2. THE POSTED SPEED LIMITS ALONG THE ROADWAYS WHERE CONSTRUCTION IS BEING PERFORMED SHALL BE IN FORCE, UNLESS IT IS DEEMED APPROPRIATE THAT THE SPEED BE REDUCED BY THE ASSOCIATED JURISDICTIONAL AGENCY HAVING AUTHORITY OVER THE ROW LIMITS.
- 3. THE CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS DURING CONSTRUCTION ACTIVITIES AS WELL AS PROVIDING FOR NPDES AND BMPS THROUGHOUT THE PROJECT CONSTRUCTION.
- 4. THE CONTRACTOR SHALL ADJUST AND CONTINUALLY MAINTAIN THE MAINTENANCE OF TRAFFIC SIGNS, BARRICADES, ETC. AS NEEDED FOR EACH PHASE OF THE PROJECT CONSTRUCTION, INCLUDING ALL AREAS THROUGHOUT THE PROJECT. PEDESTRIAN AND VEHICULAR TRAFFIC SHALL COMPLY WITH FDOT STANDARDS AND SPECIFICATIONS AND BE IN CONFORMANCE WITH EACH JURISDICTIONAL AGENCY HAVING CONTROL OVER THE VARIOUS ROW LIMITS. CONTRACTOR SHALL PROVIDE ALL WARNING SIGNALS, SIGNS, LIGHTS, POLICE, FLAG MEN, ETC. AS REQUIRED BY FDOT IN THE "MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES" (LATEST EDITION), TO ENSURE SAFE PASSAGE OF VEHICULAR AND PEDESTRIAN TRAFFIC DURING CONSTRUCTION ACTIVITIES.

OSCEOLA COUNTY ROW NOTES:

- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH AND CONFORM TO THE MOST STRINGENT REQUIREMENT OF THE NEWEST EDITIONS OF THE FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION AND OSCEOLA COUNTY ROAD CONSTRUCTION SPECIFICATIONS.
- 2. THE OSCEOLA COUNTY ENGINEERING OFFICE RESERVES THE RIGHT TO ALTER/CHANGE AN MOT PER CONDITIONS AT THE WORK SITE. ALL APPROVED MOT PLANS ARE TO BE SET UP AND OBSERVED BY A CERTIFIED FDOT MOT PERSON WHO HAS COMPLETED EITHER THE INTERMEDIATE/ADVANCED MOT CLASS.
- 3. THERE SHALL BE NO ROAD CLOSURES WITHOUT PRIOR APPROVAL FROM THE OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS. NO OPEN CUTS ALONG ROADWAY ARE ALLOWED UNLESS APPROVED BY COUNTY ENGINEER.
- 4. IT IS REQUIRED TO CONTACT THE AUTOMATED IVRS 24 HOURS PRIOR TO START OF WORK AND EVERY DAY THAT WORK WILL BE PERFORMED WITHIN THE OSCEOLA COUNTY RIGHT-OF-WAY TO SCHEDULE FOR INSPECTION (SEE ATTACHED FOR DIRECTIONS) (407) 742-0210.
- 5. A MINIMUM OF 42 INCHES OF COVER IS REQUIRED UNDER ROADWAY AND WITHIN 12 FEET FROM EDGE OF PAVEMENT FOR UNDERGROUND UTILITY INSTALLATION. ALL DIRECTIONAL BORE CASINGS SHALL EXTEND A MINIMUM OF 6 FEET BEYOND THE EDGE OF PAVEMENT. OTHERWISE 30 INCHES OF COVER IS REQUIRED.
- 6. SOD ALL DISTURBED AREAS (NO SEED OR MULCH) WITH SOD OF THE SAME TYPE WITHIN 48 HOURS OF BACKFILLING. RE-GRADE AS NECESSARY TO ASSURE POSITIVE DRAINAGE.
- 7. ANY PERMIT PROJECT LASTING OVER 30 DAYS WILL BE RESPONSIBLE TO MAINTAIN THE GRASS WITHIN THE PROJECT LIMITS. GRASS OVER 6" IN HEIGHT WILL BE MOWED.
- 8. ALL TRENCHES AND HOLES SHALL BE BACKFILLED PER OSCEOLA COUNTY STANDARDS AT THE END OF EVERY WORKDAY. THE ROADWAY/SIDEWALK SHALL BE KEPT CLEAR OF ANY DIRT OR DEBRIS AT ALL TIMES.
- 9. THE CONTRACTOR SHALL BE REQUIRED TO IMPLEMENT THE BEST MANAGEMENT PRACTICES (BMP'S) AS OUTLINED IN THE FLORIDA STORM WATER EROSION AND SEDIMENT CONTROL INSPECTOR'S MANUAL PUBLISHED BY FDEP ALONG WITH FOLLOWING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATIONS AS SET FORTH IN CHAPTER 62.621 OF THE FLORIDA ADMINISTRATIVE CODE.
- 10. PER M.U.T.C.D., CHAPTER 6, TEMPORARY TRAFFIC CONTROL (T.T.C.) THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN/DESIGN A SAFE BYPASS AT ALL TIMES WHEN THE EXISTING SIDEWALK/PATHWAY IS DISTURBED DURING CONSTRUCTION. ANY DAMAGE TO THE SIDEWALK/ROADWAY/DRIVEWAY SHALL BE REPAIRED TO OSCEOLA COUNTY STANDARDS. WHEN REPLACING SIDEWALKS AT INTERSECTIONS, A CAST IN PLACE DETECTABLE WARNING STRIP IS REQUIRED.
- 11. ALL PROPOSED PAVEMENT SHALL BE CONSTRUCTED IN COMPLIANCE WITH OSCEOLA COUNTY ROAD SPECIFICATIONS TO INCLUDE ROLLING/RIGID STRAIGHT EDGE TEST AND LEVELING AS NECESSARY.
- 12. PLACEMENT OF CLEANOUTS OR METER BOXES MUST BE SET AS CLOSE TO RIGHT-OF-WAY LINE AS POSSIBLE. NO CLEANOUTS OR METER BOXES ARE ALLOWED IN THE DITCH BOTTOM OR THE FRONT SLOPE OF DITCH OR WITHIN 1 FOOT OF ANY EXISTING SIDEWALK.
- 13. WHEN POSSIBLE, ALL UTILITIES SHALL BE PLACED WITHIN A DEDICATED UTILITY EASEMENT
- 14. PRIOR TO FINAL ACCEPTANCE, AS-BUILT DRAWINGS ARE REQUIRED AT THE COMPLETION OF PROJECT. THE AS-BUILT SURVEY SHALL INCLUDE ALL NEWLY INSTALLED FACILITIES WITH HORIZONTAL AND VERTICAL LOCATIONS TAKEN AT A MINIMUM 100 FOOT INTERVALS AND AT ALL GRADE BREAKS OR BENDS, ALSO ANY VARIATIONS FROM REQUIRED MATERIAL SIZES OR TYPES SHALL ALSO BE NOTED (DIGITAL COPY OF AS-BUILT SURVEY IN PDF AND AUTOCAD FORMAT). AS-BUILT DRAWINGS SHALL BE SUBMITTED TO THE PUBLIC WORKS PERMITTING DEPARTMENT FOR FINAL ACCEPTANCE.
- 15. PERMIT IS VALID IN COUNTY RIGHT-OF-WAY ONLY, PLEASE OBTAIN THE NECESSARY PERMISSION/DOCUMENTS/PERMITS FOR WORK OUTSIDE COUNTY RIGHT-OF-WAY OR ENVIRONMENTAL AREAS WHICH INCLUDES: HOA'S, CDD'S, AND ALL PRIVATELY OWNED EASEMENTS.
- 16. ONLY UNDER EXTREME CIRCUMSTANCES WILL THE COUNTY ALLOW OPEN-CUTS WITHIN ROADWAYS THAT HAVE BEEN RESURFACED OR RECONSTRUCTED WITHIN THE LAST 5 YEARS. THE PERMITTEE WILL BE REQUIRED TO SHOW WRITTEN JUSTIFICATION THAT INCLUDES AN ENGINEERING ANALYSIS OF FACTORS DEMONSTRATING THAT THE MEANS, OTHER THAN THE OPEN-CUT, WILL NOT BE POSSIBLE.
- 17. ALL OPEN-CUTS/UTILITY TRENCHES SHALL BE BACKFILLED AND COMPACTED IN 1 FOOT LIFTS TO ACHIEVE A 98% OF MODIFIED PROCTOR FOR DENSITIES WITHIN THE ROADWAY OR BENEATH SIDEWALKS. WHERE THE PLACEMENT OF UTILITIES ARE LOCATED OUTSIDE THE ROADWAY SHOULDER OR BACK SLOPE OF SIDEWALK A 95% DENSITY OF THE MODIFIED PROCTOR SHALL BE ACHIEVED. TESTING SHALL BE REQUIRED AT A MINIMUM OF 300' INTERVALS OR DAILY AND LESS INTERVALS IF REQUIRED BY THE PROJECT SPECIFICATIONS. ANY AREAS FAILING TO MEET REQUIRED DENSITIES SHALL BE RE-EXCAVATED AND COMPACTED TO MEET REQUIREMENTS.
- 18. ANY OPEN-CUT SHALL BE RESTORED WITH TEMPORARY ASPHALT THE SAME DAY THAT THE WORK IS PERFORMED.
- 19. ALL EXISTING FACILITIES THAT WILL BE UNOCCUPIED WITHIN THE RIGHT-OF-WAY SHALL BE

REMOVED. THE FACILITY SHALL NOT BE ABANDONED AND LEFT IN PLACE UNLESS OTHERWISE APPROVED BY THE COUNTY ENGINEER.

- 20. ALL PIPE CULVERTS AND STORM SEWERS SHALL COMPLY WITH SECTION 430 OF THE LATEST EDITION OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE.
- 21. THE CONTRACTOR IS REQUIRED TO PROVIDE A WORKSITE TRAFFIC SUPERVISOR IN ACCORDANCE WITH SECTIONS 102 AND 105 OF THE LATEST EDITION OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE.

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Project No.: 200-08466-1801

Designed By: JM

Drawn By: GSI

Checked By: JM

G-01

IOTES TIONS

CHI Chimney

ABBREVIATIONS

CPR Copper CP Concrete Pipe DIP **Ductile Iron Pipe** DS Downstream Est Estimated GM **Gravity Main** Galvanized Steel Pipe **HSV** Hole Soil Visible inches Infiltration Weeper Joint Offset Large Mitered End Section MH Manhole MMC Miscellaneous Material Change MMS Missing Mortar Small OBI

OBI Obstruction Intruding Through Wall
OJ Offset Joint
PVC Polyvinyl Chloride
RTC Roots Tap Connection

SAV Surface Damage Aggregate Visible
SP Steel Pipe
UNK Unknown
US Upstream

VCP Vitrified Clay Pipe XXX Unknown Material 999 Unknown Numeric Value

- 2. ALL PAVING, STABILIZED EARTH, DRIVEWAYS, CURBS, SIDEWALKS, FENCES, SOD, LANDSCAPING, ETC. DISTURBED BY THE CONTRACTORS OPERATIONS SHALL BE REPLACED WITH MATERIAL EQUAL TO, OR BETTER THAN, EXISTING CONDITIONS.
- 3. THE CONTRACTOR SHALL NOT PLACE ANY FILL MATERIAL WITHIN WETTED DITCH OR WETLAND AREAS. THE CONTRACTOR IS RESPONSIBLE FOR ALL EROSION CONTROL MEASURES AS NECESSARY TO ELIMINATE SEDIMENT TRANSPORT OR DISPOSITION, INCLUDING CONTINUAL MAINTENANCE OF SUCH ITEMS THROUGHOUT THE PROJECT DURATION.
- 4. PRIOR TO BID PREPARATION, THE CONTRACTOR MUST FAMILIARIZE HIMSELF WITH THE OVERALL SITE CONDITIONS AND PERFORM ADDITIONAL INVESTIGATIONS AS DETERMINED NECESSARY TO UNDERSTAND THE LIMIT AND DEPTH OF ORGANIC SILT PEAT AREAS, IF ANY, ADEQUACY OF EXISTING MATERIALS AS FILL, DEWATERING REQUIREMENTS, CLEAN FILL REQUIRED FROM OFFSITE, AND MATERIALS TO BE DISPOSED OF OFFSITE, ALL OF WHICH WILL AFFECT HIS PRICING. ANY DELAY, INCONVENIENCE, OR EXPENSE CAUSED TO THE CONTRACTOR DUE TO INADEQUATE INVESTIGATION OF EXISTING CONDITIONS SHALL BE INCIDENTAL TO THE CONTRACT, AND NO EXTRA COMPENSATION WILL BE ALLOWED. THE MATERIALS ANTICIPATED TO BE ENCOUNTERED DURING CONSTRUCTION MAY REQUIRE DRYING PRIOR TO USE AS BACKFILL, AND THE CONTRACTOR MAY HAVE TO BRING IN MATERIALS, AT NO EXTRA COST, FROM OFFSITE TO MEET THE REQUIREMENTS FOR COMPACTION AND PROPER FILL.
- 5. CHAPTER 553-851 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATING. THE DRAWINGS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS AND DO NOT SHOW ALL SERVICE LINES.
- 6. THE CONTRACTOR SHALL PROTECT, SUPPORT AND MAINTAIN ALL EXISTING UTILITIES, WITHIN THE CONSTRUCTION LIMITS. ADEQUATE NOTIFICATION SHALL BE PROVIDED TO ALL UTILITY FACILITY OWNERS FOR ANY NECESSARY COORDINATION EFFORTS, WELL IN ADVANCE OF WORKING WITHIN SUCH LIMITS.
- 7. THE CONTRACTOR SHALL LOCATE ALL EXISTING WATER, SANITARY SEWER AND STORM SEWERS AT PROPOSED TIE-IN LOCATIONS TO VERIFY ACTUAL LOCATION, SIZE, ELEVATION, AND MATERIAL PRIOR TO ORDERING NEW MATERIALS.
- 8. ALL FITTINGS ON EXISTING MAINS ARE ASSUMED TO BE RESTRAINED BY MECHANICAL JOINTS OR POTENTIALLY THRUST BLOCK. CONTRACTOR SHALL USE CAUTION WHEN WORKING IN THESE AREAS AND SHALL RESTRAIN ALL EXISTING INFRASTRUCTURE AS NECESSARY.
- 9. NOT ALL SEWER LATERALS OR WATER SERVICE LINE LOCATIONS ARE SHOWN ON THE PLANS AND SHALL BE FIELD VERIFIED BEFORE CONSTRUCTION.
- 10. DEWATERING MAY BE REQUIRED IN SOME AREAS TO ACHIEVE THE NECESSARY EXCAVATION AND SUBSEQUENT CONSTRUCTION, BACKFILLING, AND COMPACTING. NO EXTRA COMPENSATION FOR DEWATERING OR FOR HANDLING OF DEWATERING DISCHARGE(S) WILL BE ALLOWED.
- 11.IF IT IS DETERMINED THAT UTILITY POLES OR STREET LIGHTING REQUIRE HOLDING OR RELOCATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXPENSES ASSOCIATED WITH THEIR HOLDING AND/OR RELOCATION OF THE POLES AND/OR STREET LIGHTING.
- 12.IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND IN HAND, INCLUDING, BUT NOT LIMITED TO, OSCEOLA COUNTY, ETC, ALL MOT OR ROW USE PERMITS, DEP PERMITS, WATER MANAGEMENT DISTRICT STORMWATER DISCHARGE PERMIT TO FACILITATE DEWATERING, FDEP DISCHARGE PERMIT AND OTHER REQUIRED PERMITS, BEFORE BEGINNING CONSTRUCTION.
- 13. THE CONTRACTOR MUST INSTALL AND MAINTAIN GRASS, OR SOD ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETED FINAL GRADES, AND AT ANY OTHER TIME AS NECESSARY TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES TO ANY DOWNSTREAM WATER BODY, WETLAND, OR OFF-SITE PROPERTY. PRIOR TO FINAL SODDING, THE FINAL GRADES WILL NEED TO BE APPROVED BY THE ENGINEER. EROSION CONTROL MEASURES MUST BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.
- 14. THE REMOVAL OF DEBRIS AND ANY OTHER MATERIAL INCLUDING PIPES, CONCRETE STRUCTURES AND PAVEMENT LAYERS FROM THE CLEARING AND GRUBBING OR OTHER OPERATIONS SHALL BE HAULED AWAY BY THE CONTRACTOR IN LEGAL FASHION TO AN AUTHORIZED DISPOSAL FACILITY.
- 15. WHERE MUNICIPAL SIGNS, REFLECTORS, OR OTHER COMPONENTS THEREOF, WILL INTERFERE WITH PROPOSED CONSTRUCTION, CONTRACTOR SHALL NOTIFY THE AGENCY HAVING JURISDICTION OF THE ROW LIMITS IN ADVANCE OF STARTING WORK. ALL SIGNS, REFLECTORS, ETC. WILL BE MOVED OR RELOCATED BY CONTRACTOR IF SO DIRECTED. ANY SIGNS, REFLECTORS, ETC., DAMAGED, DESTROYED, REMOVED OR RELOCATED WITHOUT AUTHORIZATION WILL BE REPLACED OR RELOCATED, AS MAY BE REQUIRED, AT THE EXPENSE OF THE CONTRACTOR.

- 16.ALL STREET SIGNAGE MATERIALS TO CONFORM WITH THE FDOT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND SAFE PRACTICES FOR STREET & HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS.
- 17.PRIOR TO BEGINNING ANY CONSTRUCTION THAT WOULD OBSTRUCT TRAFFIC, THE CONTRACTOR SHALL NOTIFY THE AGENCY HAVING JURISDICTION, THE FIRE CHIEF, POLICE CHIEF, SHERIFFS DEPARTMENT, HIGHWAY PATROL, AND LOCAL NEWSPAPERS TO PUBLICIZE INCONVENIENCE AND ALTERNATIVE ROUTES OF TRAVEL. MESSAGE BOARDS ARE TO BE PROVIDED PER EACH JURISDICTIONAL AUTHORITY FOR ADVISING RESIDENTS AND BUSINESSES OF WORK.
- 18. THE CONTRACTOR SHALL FURNISH SIGNED AND SEALED APPROVED MAINTENANCE OF TRAFFIC PLANS AS NECESSARY FOR THE PERFORMANCE OF THE WORK AND MEETING ALL JURISDICTIONAL AUTHORITY'S REQUIREMENTS.
- 19. ALL POTABLE WATER MAINS EITHER INSTALLED OR DISTURBED DURING CONSTRUCTION SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA C-651-92 (SUBSECTION 4.8 AND SECTION 9) AND RULE 62-555.345, F.A.C. SUCH WATER MAINS SHALL THEN BE BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS. A REPRESENTATIVE FROM THE UTILITY MUST BE PRESENT DURING THE TAKING OF THE WATER SAMPLES.
- 20.NO WORK SHALL BE PERFORMED ON SATURDAY OR SUNDAY OR ANY DAY BETWEEN THE HOURS OF 6:00 PM AND 7:00 AM. EXCEPT SUCH WORK AS IS NECESSARY FOR THE PROPER CARE AND PROTECTION OF THE WORK ALREADY PERFORMED, OR EXCEPT THAT PERMISSION TO WORK DURING THIS PERIOD MAY BE SECURED. NORMAL WORKING HOURS AS ESTABLISHED ABOVE MAY BE FURTHER RESTRICTED IF TRAFFIC CONDITIONS WARRANT.
- 21.THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITIES/AGENCIES NOT LESS THAN 48 HOURS PRIOR TO ANY UTILITIES CONSTRUCTION.

CHARTER COMMUNICATIONS	407-532-8509
TOHO WATER AUTHORITY	407-944-5057
CROWN CASTLE NG	888-632-0931
ORLANDO TELEPHONE COMPANY INC.	407-996-6297
COMCAST CABLEVISION	352-516-3824
CENTURYLINK	407-814-5293

- 22.UTILITY TEST PITS SHALL BE PERFORMED 48 HOURS IN ADVANCE OF THE CONTRACTORS DIGGING OPERATION TO DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES.
- 23.THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO CONTROL TURBIDITY AND TO MAINTAIN MEASURES AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. AT NO TIME SHALL THERE BE ANY OFFSITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTERS 62-302 AND 62-4, F.A.C.
- 24.THE CONTRACTOR SHALL MAINTAIN ALL FDEP REQUIRED SEPARATION DISTANCES BETWEEN EXISTING AND PROPOSED UTILITIES.
- 25.THE CONTRACTOR SHALL MAINTAIN ON-SITE AN ADEQUATE SUPPLY OF COMMERCIAL DRIVEWAY MATERIAL FOR TEMPORARY RESTORATION OF DRIVEWAYS IN ORDER TO MAINTAIN CONTINUOUS PROPERTY ACCESS. DRIVEWAYS MUST BE COMPLETELY RESTORED WITHIN 48 HOURS OF COMPLETION OF WORK.
- 26.THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR FOR RESTORING ALL MONUMENTS AND PROPERTY CORNERS DISTURBED DURING CONSTRUCTION. PROOF OF REGISTRATION SHALL BE SUBMITTED TO ENGINEER.
- 27.NO TREES ARE TO BE REMOVED, CUT OR IMPACTED PRIOR TO OBTAINING A TREE REMOVAL PERMIT FROM THE CONTROLLING JURISDICTION. ROOT PRUNING WILL BE REQUIRED WHEN WORKING IN PROXIMITY OF TREES.
- 28.THE CONTRACTOR WILL BE REQUIRED TO SEND A LETTER TO EACH RESIDENT IMPACTED BY THIS PROJECT. THE LETTER FORMAT AND CONTENTS SHALL BE DRAFTED BY TWA. A COPY OF THE LETTER SENT TO THE RESIDENTS SHALL ALSO BE PROVIDED TO TWA, AND ALL NECESSARY STAKEHOLDERS WITHIN THE PROJECT LIMITS. THE CONTRACTOR MAY BE REQUIRED TO HOLD PUBLIC MEETINGS AT THE NEIGHBORHOOD ASSOCIATION OR SIMILAR FORUM TO INFORM THE PUBLIC AND ANSWER QUESTIONS ABOUT THE PROJECT. REPRESENTATIVES FROM TWA, THE VARIOUS PROJECT JURISDICTIONS, AND THE ENGINEER SHALL BE AT THE MEETING. NO ADDITIONAL COSTS WILL BE PROVIDED TO THE CONTRACTOR FOR MEETING ATTENDENCE, UPDATES OR COORDINATION WITH RESIDENTS WHICH MAY BE ON-GOING.
- 29.WATER SERVICES SHALL BE REPLACED IN AREAS THAT GRAVITY SEWER MAINS ARE REPLACED AS DIRECTED BY THE TOHO WATER AUTHORITY INSPECTOR. SEE WATER SERVICE DETAIL. ALL WATER SERVICES WHICH ARE NOT PE SHALL BE REQUIRED TO BE REPLACED WITHIN THE WORK LIMITS AND WITH CONCURRENCE FROM TWA'S INSPECTOR. WATER SERVICES CURRENTLY SHOWN FOR REPLACEMENT MAY OR MAY NOT REQUIRE REPLACEMENT AS THEIR MATERIAL IS NOT FULLY KNOWN. WATER SERVICE REPLACEMENT ARE ASSUMED AND THE EXACT LOCATIONS OF THE SERVICES ARE NOT KNOWN, THEREFORE ONLY CALLOUTS ARE SHOWN. NO ADDITIONAL COMPENSATION WILL BE PROVIDED TO THE CONTRACTOR FOR ANY QUANTITY VARIATIONS IN THE WATER SERVICE REPLACEMENTS.
- 30.ALL EXCAVATIONS SHALL BE BACK-FILLED AT THE END OF EACH DAY AND TEMPORARY

PAVEMENT/COLD PATCHING WILL BE REQUIRED PER EACH JURISDICTIONAL AUTHORITY'S REQUIREMENTS. ACCESS TO ALL DRIVEWAYS MUST REMAIN OPEN AT ALL TIMES.

- 31.WATER AND SEWER SERVICE TO BE MAINTAINED TO EACH PROPERTY AT ALL TIMES. CONTRACTOR TO INSTALL TEMPORARY SEWER AND WATER CONNECTIONS WHERE REQUIRED.
- 32.A STAMPED APPROVED SET OF PLANS BY THE TOHO WATER AUTHORITY AND ALL OTHER JURISDICTIONAL AUTHORITIES MUST BE ON SITE AT ALL TIMES.
- 33.ONE FULLSIZE HARD COPY AND DIGITAL COPIES IN AUTOCAD AND PDF FORMATS OF AS-BUILT DRAWINGS SHALL BE SUBMITTED TO THE TOHO WATER AUTHORITY AS RECORD DRAWINGS AT OR BEFORE THE FINAL INSPECTION. AS-BUILT DRAWINGS MUST CONFORM TO TWA STANDARDS AND SPECIFICATIONS INCLUDING ASSET TABLE INFORMATION. PROGRESSIVE AS-BUILTS ARE REQUIRED MONTHLY AND PRIOR TO PAY AUTHORIZATIONS.
- 34.ALL WORK SHALL BE INSPECTED BY TOHO PERSONNEL. SANITARY SEWERS SHALL BE LAMP TESTED AND LOW PRESSURE TESTED AND WITNESSED BY TWA PERSONNEL. IN ADDITION, POST CCTV INSPECTIONS AND REPORTS ARE REQUIRED FOR ALL LATERALS AND GRAVITY SEWER MAINS.
- 35.ALL TIE-INS TO EXISTING MANHOLES SHALL BE CORE DRILLED. RIGID CONNECTORS ARE REQUIRED FOR ALL PIPE CONNECTIONS. SPECIAL COUPLINGS MAY BE REQUIRED FOR VARYING MATERIAL TRANSITIONS AND CONNECTIONS. ALL COUPLINGS WILL BE PROVIDED AT NO ADDITIONAL COST TO THE OWNER.
- 36.CLEANOUTS SHALL BE ADDED OR REPLACED AT THE ROW LINE FOR ALL LATERALS REPAIRS OR REPLACEMENTS. CLEANOUTS ARE REQUIRED FOR ALL SINGLE OR DOUBLE SERVICES.
- 37.TUNNELING UNDER CONCRETE CURBS AND SIDEWALKS FOR CONNECTIONS OF LATERALS IS NOT PERMITTED. CURBS AND SIDEWALKS WILL NEED TO BE SAWCUT AND REPAIRED FOR LATERAL INSTALLATIONS.
- 38.THE CONTRACTOR SHALL PROVIDE FOR SURVEYING OF ALL AREAS WITHIN THE OPEN CUT CONSTRUCTION LIMITS AS NEEDED FOR RECONSTRUCTION EFFORTS. ELEVATIONS SHALL BE PROVIDED AT EDGE OF PAVEMENT AND CENTERLINE EVERY 50 FEET AND ALL GRADE CHANGES. ROADWAY SHALL BE RE-BUILT TO MATCH EXISTING ELEVATIONS.
- 39.ASPHALTIC CONCRETE RESURFACING SHALL BE COMPLETED TO THE ORIGINAL EDGE OF PAVEMENT. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE EXISTING PAVEMENT OUTSIDE OF RESURFACING LIMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ALL DAMAGE TO THE EXISTING ROADWAY OUTSIDE THE LIMITS OF RESURFACING. IN-PAVEMENT TRAFFIC SENSORS SHALL BE REPLACED WHERE LOCATED IN AREAS THAT ARE BEING MILLED AND RESURFACED.
- 40.WHERE REQUIRED, AT NO ADDITIONAL COST TO TWA, THE CONTRACTOR SHALL USE TEMPORARY SHEETING, AS DESIGNED BY A PROFESSIONAL ENGINEER HIRED BY THE CONTRACTOR FOR TRENCH BOXES TO MINIMIZE THE SIZE OF EXCAVATIONS AND PROTECT EXISTING ROADWAY UTILITIES AND FACILITIES. CONTRACTOR TO COMPLY WITH OSHA TRENCH SAFETY REQUIREMENTS AT ALL TIMES.
- 41.AN ASPHALT CAP, EITHER TEMPORARY OR PERMANENT, SHALL BE PLACED OVER ALL OPEN CUTS PRIOR TO TRAFFIC BEING RESTORED. STOP BARS AND ALL PAVEMENT STRIPING SHALL BE INCLUDED AND RESTORED AS NEEDED.
- 42.ANY ROLL OFF CONTAINERS USED DURING CONSTRUCTION ACTIVITIES SHALL BE PROVIDED BY WASTE MANAGEMENT AS REQUIRED BY EACH JURISDICTIONAL AUTHORITY.
- 43.LOCAL RESIDENT AND BUSINESS ACCESS SHALL BE MAINTAINED AT ALL TIMES. PROVIDE WRITTEN NOTIFICATION TO RESIDENTS AND BUSINESSES SEVEN (7) DAYS PRIOR TO IMPLEMENTING ANY ROADWAY OR DRIVEWAY CLOSURE. SECOND NOTICE SHALL BE GIVEN 24 HOURS IN ADVANCE OF CLOSURE. MAINTAIN EMERGENCY VEHICLE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES.
- 44.ANY DISRUPTION TO ANY STORM SYSTEM WILL REQUIRE NOTIFICATION AND COORDINATION WITH A REPRESENTATIVE FROM THE IMPACTED JURISDICTION. BACKFILL OF THE DISRUPTED STORM SYSTEM PRIOR TO INSPECTION AND APPROVAL FROM THE PUBLIC WORKS DEPARTMENT IS PROHIBITED, AND WILL RESULT IN THE AREA BEING DUG UP AT NO ADDITIONAL COST TO TWA OR CITY.
- 45.ANY CONFLICT MANHOLES WHICH INCLUDE STORMWATER SHALL BE INSPECTED BY A REPRESENTATIVE OF THE IMPACTED JURISDICTION.
- 46.ALL CONSTRUCTION SCHEDULES MUST BE SUBMITTED TO THE ENGINEER, TWA, AND OTHER JURISDICTIONAL AUTHORITIES. .
- 47.ALL EXCAVATIONS SHALL BE PER THE JURISDICTIONAL STANDARD DETAILS. ALL DRIVEWAY REPAIR WILL REQUIRE 6 X 6 WELDED WIRE. DRIVEWAY REPAIRS SHALL BE IN ACCORDANCE WITH THE JURISDICTIONAL STANDARD DETAILS. DRIVEWAYS WILL BE RESTORED IN KIND, INCLUDING VARYING MATERIALS, PAVERS, STAMPED CONCRETE, ETC., AT NO ADDITIONAL COST TO THE OWNER.
- 48.ALL SIDEWALKS MUST BE RESTORED TO BE IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS AND SPECIFICATIONS.

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THE CONTRACTOR MUST MEET ALL NECESSARY WIFIA REQUIREMENTS DURING THE PERFORMANCE OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

EQUAL EMPLOYMENT OPPORTUNITY EXECUTIVE ORDER NO. 11246

- 1. THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, OR NATIONAL ORIGIN. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, OR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE CONTRACTING OFFICER SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
- 2. THE CONTRACTOR WILL, IN ALL SOLICITATIONS OR ADVANCEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, OR NATIONAL ORIGIN.
- 3. THE CONTRACTOR WILL NOT DISCHARGE OR IN ANY OTHER MANNER DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE SUCH EMPLOYEE OR APPLICANT HAS INQUIRED ABOUT, DISCUSSED, OR DISCLOSED THE COMPENSATION OF THE EMPLOYEE OR APPLICANT OR ANOTHER EMPLOYEE OR APPLICANT. THIS PROVISION SHALL NOT APPLY TO INSTANCES IN WHICH AN EMPLOYEE WHO HAS ACCESS TO THE COMPENSATION INFORMATION OF OTHER EMPLOYEES OR APPLICANTS AS A PART OF SUCH EMPLOYEE'S ESSENTIAL JOB FUNCTIONS DISCLOSES THE COMPENSATION OF SUCH OTHER EMPLOYEES OR APPLICANTS TO INDIVIDUALS WHO DO NOT OTHERWISE HAVE ACCESS TO SUCH INFORMATION, UNLESS SUCH DISCLOSURE IS IN RESPONSE TO A FORMAL COMPLAINT OR CHARGE, IN FURTHERANCE OF AN INVESTIGATION, PROCEEDING, HEARING, OR ACTION, INCLUDING AN INVESTIGATION CONDUCTED BY THE EMPLOYER, OR IS CONSISTENT WITH THE CONTRACTOR'S LEGAL DUTY TO FURNISH INFORMATION.
- 4. THE CONTRACTOR WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OF WORKERS WITH WHICH HE HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER, ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER SECTION 202 OF EXECUTIVE ORDER NO. 11246 OF SEPTEMBER 24, 1965, AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.
- 5. THE CONTRACTOR WILL COMPLY WITH ALL PROVISIONS OF EXECUTIVE ORDER NO. 11246 OF SEPT. 24, 1965, AND OF THE RULES, REGULATIONS, AND RELEVANT ORDERS OF THE SECRETARY OF LABOR.
- 6. THE CONTRACTOR WILL FURNISH ALL INFORMATION AND REPORTS REQUIRED BY EXECUTIVE ORDER NO. 11246 OF SEPTEMBER 24, 1965, AND BY THE RULES, REGULATIONS, AND ORDERS OF THE SECRETARY OF LABOR, OR PURSUANT THERETO, AND WILL PERMIT ACCESS TO HIS BOOKS, RECORDS, AND ACCOUNTS BY THE CONTRACTING AGENCY AND THE SECRETARY OF LABOR FOR PURPOSES OF INVESTIGATION TO ASCERTAIN COMPLIANCE WITH SUCH RULES, REGULATIONS, AND ORDERS.
- 7. IN THE EVENT OF THE CONTRACTOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF SUCH RULES, REGULATIONS, OR ORDERS, THIS CONTRACT MAY BE CANCELLED, TERMINATED, OR SUSPENDED IN WHOLE OR IN PART AND THE CONTRACTOR MAY BE DECLARED INELIGIBLE FOR FURTHER GOVERNMENT CONTRACTS IN ACCORDANCE WITH PROCEDURES AUTHORIZED IN EXECUTIVE ORDER NO. 11246 OF SEPT. 24, 1965, AND SUCH OTHER SANCTIONS MAY BE IMPOSED AND REMEDIES INVOKED AS PROVIDED IN EXECUTIVE ORDER NO. 11246 OF SEPTEMBER 24, 1965, OR BY RULE, REGULATION, OR ORDER OF THE SECRETARY OF LABOR, OR AS OTHERWISE PROVIDED BY LAW.
- 8. THE CONTRACTOR WILL INCLUDE THE PROVISIONS OF PARAGRAPHS (1) THROUGH (8) IN EVERY SUBCONTRACT OR PURCHASE ORDER UNLESS EXEMPTED BY RULES, REGULATIONS, OR ORDERS OF THE SECRETARY OF LABOR ISSUED PURSUANT TO SECTION 204 OF EXECUTIVE ORDER NO. 11246 OF SEPTEMBER 24, 1965, SO THAT SUCH PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR. THE CONTRACTOR WILL TAKE SUCH ACTION WITH RESPECT TO ANY SUBCONTRACT OR PURCHASE ORDER AS MAY BE DIRECTED BY THE SECRETARY OF LABOR AS A MEANS OF ENFORCING SUCH PROVISIONS INCLUDING SANCTIONS FOR NONCOMPLIANCE: PROVIDED, HOWEVER, THAT IN THE EVENT THE CONTRACTOR BECOMES INVOLVED IN, OR IS THREATENED WITH, LITIGATION WITH A SUBCONTRACTOR OR VENDOR AS A RESULT OF SUCH DIRECTION, THE CONTRACTOR MAY REQUEST THE UNITED STATES TO ENTER INTO SUCH LITIGATION TO PROTECT THE INTERESTS OF THE UNITED STATES. [SEC. 202 AMENDED BY EO 11375 OF OCT. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 COMP., P. 684, EO 12086 OF OCT. 5, 1978, 43 FR 46501, 3 CFR, 1978 COMP., P. 230, EO 13665 OF APRIL 8, 2014, 79 FR 20749, EO 13672 OF JULY 21, 2014, 79 FR 42971]"

CIVIL RIGHTS LAWS

THE CONTRACTOR MUST COMPLY WITH CIVIL RIGHTS LAWS, INCLUDING LAWS PROHIBITING DISCRIMINATION IN THE PROVISION OF SERVICES OR BENEFITS, ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, HANDICAP OR AGE, IN PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE. THESE LAWS ARE:

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED: "NO PERSON IN THE UNITED STATES SHALL, ON THE GROUND OF RACE, COLOR, OR NATIONAL ORIGIN, BE EXCLUDED FROM

PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE."

- 2. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED: "(N)O OTHERWISE QUALIFIED INDIVIDUAL WITH A DISABILITY IN THE UNITED STATES...SHALL, SOLELY BY REASON OF HIS OR HER DISABILITY, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECT TO DISCRIMINATION UNDER ANY PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE..."
- 3. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED: "(N)O PERSON IN THE UNITED STATES SHALL, ON THE BASIS OF AGE, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECT TO DISCRIMINATION UNDER ANY PROGRAM OR ACTIVITY RECEIVING FINANCIAL ASSISTANCE."
- 4. SECTION 13 OF THE 1972 AMENDMENTS TO THE FEDERAL WATER POLLUTION CONTROL ACT: "(N)O PERSON IN THE UNITED STATES SHALL ON THE GROUND OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED. EMPLOYMENT DISCRIMINATION ON THE BASIS OF SEX IS PROHIBITED IN ALL SUCH PROGRAMS OR ACTIVITIES."
- 5. TITLE IX OF THE EDUCATION AMENDMENTS OF 1972: "(N)O PERSON IN THE UNITED STATES ON THE BASIS OF SEX SHALL BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE. EMPLOYMENT DISCRIMINATION ON THE BASIS OF SEX IS PROHIBITED IN ALL SUCH EDUCATION PROGRAMS OR ACTIVITIES. NOTE: AN EDUCATION PROGRAM OR ACTIVITY IS NOT LIMITED TO ONLY THOSE CONDUCTED BY A FORMAL INSTITUTION.
- 6. THE EXECUTIVE ORDER 13166 (E.O. 13166) ENTITLED; "IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY" REQUIRES FEDERAL AGENCIES WORK TO ENSURE THAT RECIPIENTS OF FEDERAL FINANCIAL ASSISTANCE PROVIDE MEANINGFUL ACCESS TO THEIR LEP APPLICANTS AND BENEFICIARIES.

AMERICAN IRON AND STEEL REQUIREMENTS:

THE CONTRACTOR ACKNOWLEDGES TO AND FOR THE BENEFIT OF THE OWNER, AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ("EPA"), THAT IT UNDERSTANDS THE GOODS AND SERVICES UNDER THIS AGREEMENT ARE BEING FUNDED WITH MONIES MADE AVAILABLE BY THE WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) PROGRAM OF THE EPA THAT HAS STATUTORY REQUIREMENTS COMMONLY KNOWN AS "AMERICAN IRON AND STEEL" THAT REQUIRES ALL OF THE IRON AND STEEL PRODUCTS USED IN THE PROJECT TO BE PRODUCED IN THE UNITED STATES ("AMERICAN IRON AND STEEL REQUIREMENT") INCLUDING IRON AND STEEL PRODUCTS PROVIDED BY THE CONTACTOR PURSUANT TO THIS AGREEMENT. THE CONTRACTOR HEREBY REPRESENTS, WARRANTS AND COVENANTS TO AND FOR THE BENEFIT OF THE OWNER AND THE EPA THAT (A) THE CONTRACTOR HAS REVIEWED AND UNDERSTANDS THE AMERICAN IRON AND STEEL REQUIREMENT, (B) ALL OF THE IRON AND STEEL PRODUCTS USED IN THE PROJECT WILL BE AND/OR HAVE BEEN PRODUCED IN THE UNITED STATES IN A MANNER THAT COMPLIES WITH THE AMERICAN IRON AND STEEL REQUIREMENT, UNLESS A WAIVER OF THE REQUIREMENT IS APPROVED, AND (C) THE CONTRACTOR WILL PROVIDE ANY FURTHER VERIFIED INFORMATION, CERTIFICATION OR ASSURANCE OF COMPLIANCE WITH THIS PARAGRAPH, OR INFORMATION NECESSARY TO SUPPORT A WAIVER OF THE AMERICAN IRON AND STEEL REQUIREMENT, AS MAY BE REQUESTED BY THE PURCHASER OR THE EPA. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT. ANY FAILURE TO COMPLY WITH THIS PARAGRAPH BY THE CONTRACTOR SHALL PERMIT THE OWNER OR THE EPA TO RECOVER AS DAMAGES AGAINST THE CONTRACTOR ANY LOSS, EXPENSE, OR COST (INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES) INCURRED BY THE PURCHASER OR THE EPA RESULTING FROM ANY SUCH FAILURE (INCLUDING WITHOUT LIMITATION ANY IMPAIRMENT OR LOSS OF FUNDING, WHETHER IN WHOLE OR IN PART, FROM THE EPA OR ANY DAMAGES OWED TO THE EPA BY THE OWNER). WHILE THE CONTRACTOR HAS NO DIRECT CONTRACTUAL PRIVITY WITH THE EPA, AS A LENDER TO THE OWNER FOR THE FUNDING OF ITS PROJECT. THE OWNER AND THE CONTRACTOR AGREE THAT THE EPA IS A THIRD-PARTY BENEFICIARY AND NEITHER THIS PARAGRAPH (NOR ANY OTHER PROVISION OF THIS AGREEMENT NECESSARY TO GIVE THIS PARAGRAPH FORCE OR EFFECT) SHALL BE AMENDED OR WAIVED WITHOUT THE PRIOR WRITTEN CONSENT OF THE EPA.

DAVIS-BACON ACT REQUIREMENTS

CONTRACT AND SUBCONTRACT PROVISIONS

(a) ALL PRIME CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000 MUST COMPLY WITH THE DAVIS-BACON ACT FOR THE ACTUAL CONSTRUCTION, ALTERATION AND/OR REPAIR, INCLUDING PAINTING AND DECORATING, OF A PUBLIC BUILDING OR PUBLIC WORK, OR BUILDING OR WORK FINANCED IN WHOLE OR IN PART FROM FEDERAL FUNDS OR IN ACCORDANCE WITH GUARANTEES OF A FEDERAL AGENCY OR FINANCED FROM FUNDS OBTAINED BY PLEDGE OF ANY CONTRACT OF A FEDERAL AGENCY TO MAKE A LOAN, GRANT OR ANNUAL CONTRIBUTION (EXCEPT WHERE A DIFFERENT MEANING IS EXPRESSLY INDICATED), AND WHICH IS SUBJECT TO THE LABOR STANDARDS PROVISIONS OF ANY OF THE ACTS LISTED IN § 5.1, THE FOLLOWING CLAUSES (OR ANY MODIFICATIONS THEREOF TO MEET THE PARTICULAR NEEDS OF THE AGENCY, PROVIDED, THAT SUCH MODIFICATIONS ARE FIRST APPROVED BY THE DEPARTMENT OF LABOR):

(1)MINIMUM WAGES.

(i) ALL LABORERS AND MECHANICS EMPLOYED OR WORKING UPON THE SITE OF THE WORK (OR UNDER THE UNITED STATES HOUSING ACT OF 1937 OR UNDER THE HOUSING ACT OF 1949 IN THE CONSTRUCTION OR DEVELOPMENT OF THE PROJECT), WILL BE PAID UNCONDITIONALLY AND NOT LESS OFTEN THAN ONCE A WEEK, AND WITHOUT SUBSEQUENT DEDUCTION OR REBATE ON ANY ACCOUNT (EXCEPT SUCH PAYROLL DEDUCTIONS AS ARE PERMITTED BY REGULATIONS ISSUED BY THE SECRETARY OF LABOR UNDER THE COPELAND ACT (29 CFR PART 3)), THE FULL AMOUNT OF WAGES AND BONA FIDE FRINGE BENEFITS (OR CASH EQUIVALENTS THEREOF) DUE AT TIME OF PAYMENT COMPUTED AT RATES NOT LESS THAN THOSE CONTAINED IN THE WAGE DETERMINATION OF THE SECRETARY OF LABOR WHICH IS ATTACHED HERETO AND MADE A PART HEREOF, REGARDLESS OF ANY CONTRACTUAL

RELATIONSHIP WHICH MAY BE ALLEGED TO EXIST BETWEEN THE CONTRACTOR AND SUCH LABORERS AND MECHANICS. CONTRIBUTIONS MADE OR COSTS REASONABLY ANTICIPATED FOR BONA FIDE FRINGE BENEFITS UNDER SECTION 1(B)(2) OF THE DAVIS-BACON ACT ON BEHALF OF LABORERS OR MECHANICS ARE CONSIDERED WAGES PAID TO SUCH LABORERS OR MECHANICS, SUBJECT TO THE PROVISIONS OF PARAGRAPH (A)(1)(IV) OF THIS SECTION; ALSO, REGULAR CONTRIBUTIONS MADE OR COSTS INCURRED FOR MORE THAN A WEEKLY PERIOD (BUT NOT LESS OFTEN THAN QUARTERLY) UNDER PLANS, FUNDS, OR PROGRAMS WHICH COVER THE PARTICULAR WEEKLY PERIOD. ARE DEEMED TO BE CONSTRUCTIVELY MADE OR INCURRED DURING SUCH WEEKLY PERIOD. SUCH LABORERS AND MECHANICS SHALL BE PAID THE APPROPRIATE WAGE RATE AND FRINGE BENEFITS ON THE WAGE DETERMINATION FOR THE CLASSIFICATION OF WORK ACTUALLY PERFORMED, WITHOUT REGARD TO SKILL, EXCEPT AS PROVIDED IN § 5.5(A)(4). LABORERS OR MECHANICS PERFORMING WORK IN MORE THAN ONE CLASSIFICATION MAY BE COMPENSATED AT THE RATE SPECIFIED FOR EACH CLASSIFICATION FOR THE TIME ACTUALLY WORKED THEREIN: PROVIDED, THAT THE EMPLOYER'S PAYROLL RECORDS ACCURATELY SET FORTH THE TIME SPENT IN EACH CLASSIFICATION IN WHICH WORK IS PERFORMED. THE WAGE DETERMINATION (INCLUDING ANY ADDITIONAL CLASSIFICATION AND WAGE RATES CONFORMED UNDER PARAGRAPH (A)(1)(II) OF THIS SECTION) AND THE DAVIS-BACON POSTER (WH-1321) SHALL BE POSTED AT ALL TIMES BY THE CONTRACTOR AND ITS SUBCONTRACTORS AT THE SITE OF THE WORK IN A PROMINENT AND ACCESSIBLE PLACE WHERE IT CAN BE EASILY SEEN BY THE WORKERS.

- (A) THE CONTRACTING OFFICER SHALL REQUIRE THAT ANY CLASS OF LABORERS OR MECHANICS, INCLUDING HELPERS, WHICH IS NOT LISTED IN THE WAGE DETERMINATION AND WHICH IS TO BE EMPLOYED UNDER THE CONTRACT SHALL BE CLASSIFIED IN CONFORMANCE WITH THE WAGE DETERMINATION. THE CONTRACTING OFFICER SHALL APPROVE AN ADDITIONAL CLASSIFICATION AND WAGE RATE AND FRINGE BENEFITS THEREFORE ONLY WHEN THE FOLLOWING CRITERIA HAVE BEEN MET:
- (1) THE WORK TO BE PERFORMED BY THE CLASSIFICATION REQUESTED IS NOT PERFORMED BY A CLASSIFICATION IN THE WAGE DETERMINATION; AND
- (2) THE CLASSIFICATION IS UTILIZED IN THE AREA BY THE CONSTRUCTION INDUSTRY; AND
- (3)THE PROPOSED WAGE RATE, INCLUDING ANY BONA FIDE FRINGE BENEFITS, BEARS A REASONABLE RELATIONSHIP TO THE WAGE RATES CONTAINED IN THE WAGE DETERMINATION.
- (B) IF THE CONTRACTOR AND THE LABORERS AND MECHANICS TO BE EMPLOYED IN THE CLASSIFICATION (IF KNOWN), OR THEIR REPRESENTATIVES, AND THE CONTRACTING OFFICER AGREE ON THE CLASSIFICATION AND WAGE RATE (INCLUDING THE AMOUNT DESIGNATED FOR FRINGE BENEFITS WHERE APPROPRIATE), A REPORT OF THE ACTION TAKEN SHALL BE SENT BY THE CONTRACTING OFFICER TO THE ADMINISTRATOR OF THE WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR, WASHINGTON, DC 20210. THE ADMINISTRATOR, OR AN AUTHORIZED REPRESENTATIVE, WILL APPROVE, MODIFY, OR DISAPPROVE EVERY ADDITIONAL CLASSIFICATION ACTION WITHIN 30 DAYS OF RECEIPT AND SO ADVISE THE CONTRACTING OFFICER OR WILL NOTIFY THE CONTRACTING OFFICER WITHIN THE 30-DAY PERIOD THAT ADDITIONAL TIME IS NECESSARY.
- (C) IN THE EVENT THE CONTRACTOR, THE LABORERS OR MECHANICS TO BE EMPLOYED IN THE CLASSIFICATION OR THEIR REPRESENTATIVES, AND THE CONTRACTING OFFICER DO NOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE (INCLUDING THE AMOUNT DESIGNATED FOR FRINGE BENEFITS, WHERE APPROPRIATE), THE CONTRACTING OFFICER SHALL REFER THE QUESTIONS, INCLUDING THE VIEWS OF ALL INTERESTED PARTIES AND THE RECOMMENDATION OF THE CONTRACTING OFFICER, TO THE ADMINISTRATOR FOR DETERMINATION. THE ADMINISTRATOR, OR AN AUTHORIZED REPRESENTATIVE, WILL ISSUE A DETERMINATION WITHIN 30 DAYS OF RECEIPT AND SO ADVISE THE CONTRACTING OFFICER OR WILL NOTIFY THE CONTRACTING OFFICER WITHIN THE 30-DAY PERIOD THAT ADDITIONAL TIME IS NECESSARY.
- (D) THE WAGE RATE (INCLUDING FRINGE BENEFITS WHERE APPROPRIATE) DETERMINED PURSUANT TO PARAGRAPHS (A)(1)(II) (B) OR (C) OF THIS SECTION, SHALL BE PAID TO ALL WORKERS PERFORMING WORK IN THE CLASSIFICATION UNDER THIS CONTRACT FROM THE FIRST DAY ON WHICH WORK IS PERFORMED IN THE CLASSIFICATION.
- (i) WHENEVER THE MINIMUM WAGE RATE PRESCRIBED IN THE CONTRACT FOR A CLASS OF LABORERS OR MECHANICS INCLUDES A FRINGE BENEFIT WHICH IS NOT EXPRESSED AS AN HOURLY RATE, THE CONTRACTOR SHALL EITHER PAY THE BENEFIT AS STATED IN THE WAGE DETERMINATION OR SHALL PAY ANOTHER BONA FIDE FRINGE BENEFIT OR AN HOURLY CASH EQUIVALENT THEREOF.
- (II) IF THE CONTRACTOR DOES NOT MAKE PAYMENTS TO A TRUSTEE OR OTHER THIRD PERSON, THE CONTRACTOR MAY CONSIDER AS PART OF THE WAGES OF ANY LABORER OR MECHANIC THE AMOUNT OF ANY COSTS REASONABLY ANTICIPATED IN PROVIDING BONA FIDE FRINGE BENEFITS UNDER A PLAN OR PROGRAM, PROVIDED, THAT THE SECRETARY OF LABOR HAS FOUND, UPON THE WRITTEN REQUEST OF THE CONTRACTOR, THAT THE APPLICABLE STANDARDS OF THE DAVIS-BACON ACT HAVE BEEN MET. THE SECRETARY OF LABOR MAY REQUIRE THE CONTRACTOR TO SET ASIDE IN A SEPARATE ACCOUNT ASSETS FOR THE MEETING OF OBLIGATIONS UNDER THE PLAN OR PROGRAM.
- (1) WITHHOLDING. THE (WRITE IN NAME OF FEDERAL AGENCY OR THE LOAN OR GRANT RECIPIENT) SHALL UPON ITS OWN ACTION OR UPON WRITTEN REQUEST OF AN AUTHORIZED REPRESENTATIVE OF THE DEPARTMENT OF LABOR WITHHOLD OR CAUSE TO BE WITHHELD FROM THE CONTRACTOR UNDER THIS CONTRACT OR ANY OTHER FEDERAL CONTRACT WITH THE SAME PRIME CONTRACTOR, OR ANY OTHER FEDERALLY-ASSISTED CONTRACT SUBJECT TO DAVIS-BACON PREVAILING WAGE REQUIREMENTS, WHICH IS HELD BY THE SAME PRIME CONTRACTOR, SO MUCH OF THE ACCRUED PAYMENTS OR ADVANCES AS MAY BE CONSIDERED NECESSARY TO PAY LABORERS AND MECHANICS, INCLUDING APPRENTICES, TRAINEES. AND HELPERS. EMPLOYED BY THE CONTRACTOR OR ANY SUBCONTRACTOR THE FULL AMOUNT OF WAGES REQUIRED BY THE CONTRACT. IN THE EVENT OF FAILURE TO PAY ANY LABORER OR MECHANIC, INCLUDING ANY APPRENTICE, TRAINEE, OR HELPER, EMPLOYED OR WORKING ON THE SITE OF THE WORK (OR UNDER THE UNITED STATES HOUSING ACT OF 1937 OR UNDER THE HOUSING ACT OF 1949 IN THE CONSTRUCTION OR DEVELOPMENT OF THE PROJECT), ALL OR PART OF THE WAGES REQUIRED BY THE CONTRACT, THE (AGENCY) MAY, AFTER WRITTEN NOTICE TO THE CONTRACTOR, SPONSOR, APPLICANT, OR OWNER, TAKE SUCH ACTION AS MAY BE NECESSARY TO CAUSE THE SUSPENSION

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(2) PAYROLLS AND BASIC RECORDS.

- (i) PAYROLLS AND BASIC RECORDS RELATING THERETO SHALL BE MAINTAINED BY THE CONTRACTOR DURING THE COURSE OF THE WORK AND PRESERVED FOR A PERIOD OF THREE YEARS THEREAFTER FOR ALL LABORERS AND MECHANICS WORKING AT THE SITE OF THE WORK (OR UNDER THE UNITED STATES HOUSING ACT OF 1937, OR UNDER THE HOUSING ACT OF 1949, IN THE CONSTRUCTION OR DEVELOPMENT OF THE PROJECT). SUCH RECORDS SHALL CONTAIN THE NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EACH SUCH WORKER, HIS OR HER CORRECT CLASSIFICATION, HOURLY RATES OF WAGES PAID (INCLUDING RATES OF CONTRIBUTIONS OR COSTS ANTICIPATED FOR BONA FIDE FRINGE BENEFITS OR CASH EQUIVALENTS THEREOF OF THE TYPES DESCRIBED IN SECTION 1(B)(2)(B) OF THE DAVIS-BACON ACT), DAILY AND WEEKLY NUMBER OF HOURS WORKED, DEDUCTIONS MADE AND ACTUAL WAGES PAID. WHENEVER THE SECRETARY OF LABOR HAS FOUND UNDER 29 CFR 5.5(A)(1)(IV) THAT THE WAGES OF ANY LABORER OR MECHANIC INCLUDE THE AMOUNT OF ANY COSTS REASONABLY ANTICIPATED IN PROVIDING BENEFITS UNDER A PLAN OR PROGRAM DESCRIBED IN SECTION 1(B)(2)(B) OF THE DAVIS-BACON ACT, THE CONTRACTOR SHALL MAINTAIN RECORDS WHICH SHOW THAT THE COMMITMENT TO PROVIDE SUCH BENEFITS IS ENFORCEABLE, THAT THE PLAN OR PROGRAM IS FINANCIALLY RESPONSIBLE, AND THAT THE PLAN OR PROGRAM HAS BEEN COMMUNICATED IN WRITING TO THE LABORERS OR MECHANICS AFFECTED, AND RECORDS WHICH SHOW THE COSTS ANTICIPATED OR THE ACTUAL COST INCURRED IN PROVIDING SUCH BENEFITS. CONTRACTORS EMPLOYING APPRENTICES OR TRAINEES UNDER APPROVED PROGRAMS SHALL MAINTAIN WRITTEN EVIDENCE OF THE REGISTRATION OF APPRENTICESHIP PROGRAMS AND CERTIFICATION OF TRAINEE PROGRAMS, THE REGISTRATION OF THE APPRENTICES AND TRAINEES, AND THE RATIOS AND WAGE RATES PRESCRIBED IN THE APPLICABLE PROGRAMS.
- (E) THE CONTRACTOR SHALL SUBMIT WEEKLY FOR EACH WEEK IN WHICH ANY CONTRACT WORK IS PERFORMED A COPY OF ALL PAYROLLS TO THE (WRITE IN NAME OF APPROPRIATE FEDERAL AGENCY) IF THE AGENCY IS A PARTY TO THE CONTRACT, BUT IF THE AGENCY IS NOT SUCH A PARTY, THE CONTRACTOR WILL SUBMIT THE PAYROLLS TO THE APPLICANT, SPONSOR, OR OWNER, AS THE CASE MAY BE, FOR TRANSMISSION TO THE (WRITE IN NAME OF AGENCY). THE PAYROLLS SUBMITTED SHALL SET OUT ACCURATELY AND COMPLETELY ALL OF THE INFORMATION REQUIRED TO BE MAINTAINED UNDER 29 CFR 5.5(A)(3)(I), EXCEPT THAT FULL SOCIAL SECURITY NUMBERS AND HOME ADDRESSES SHALL NOT BE INCLUDED ON WEEKLY TRANSMITTALS. INSTEAD THE PAYROLLS SHALL ONLY NEED TO INCLUDE AN INDIVIDUALLY IDENTIFYING NUMBER FOR EACH EMPLOYEE (E.G., THE LAST FOUR DIGITS OF THE EMPLOYEE'S SOCIAL SECURITY NUMBER). THE REQUIRED WEEKLY PAYROLL INFORMATION MAY BE SUBMITTED IN ANY FORM DESIRED. OPTIONAL FORM WH-347 IS AVAILABLE FOR THIS PURPOSE FROM THE WAGE AND HOUR DIVISION WEB SITE AT HTTP://WWW.DOL.GOV/ESA/WHD/FORMS/WH347INSTR.HTM OR ITS SUCCESSOR SITE. THE PRIME CONTRACTOR IS RESPONSIBLE FOR THE SUBMISSION OF COPIES OF PAYROLLS BY ALL SUBCONTRACTORS. CONTRACTORS AND SUBCONTRACTORS SHALL MAINTAIN THE FULL SOCIAL SECURITY NUMBER AND CURRENT ADDRESS OF EACH COVERED WORKER, AND SHALL PROVIDE THEM UPON REQUEST TO THE (WRITE IN NAME OF APPROPRIATE FEDERAL AGENCY) IF THE AGENCY IS A PARTY TO THE CONTRACT, BUT IF THE AGENCY IS NOT SUCH A PARTY, THE CONTRACTOR WILL SUBMIT THEM TO THE APPLICANT, SPONSOR, OR OWNER, AS THE CASE MAY BE, FOR TRANSMISSION TO THE (WRITE IN NAME OF AGENCY), THE CONTRACTOR, OR THE WAGE AND HOUR DIVISION OF THE DEPARTMENT OF LABOR FOR PURPOSES OF AN INVESTIGATION OR AUDIT OF COMPLIANCE WITH PREVAILING WAGE REQUIREMENTS. IT IS NOT A VIOLATION OF THIS SECTION FOR A PRIME CONTRACTOR TO REQUIRE A SUBCONTRACTOR TO PROVIDE ADDRESSES AND SOCIAL SECURITY NUMBERS TO THE PRIME CONTRACTOR FOR ITS OWN RECORDS. WITHOUT WEEKLY SUBMISSION TO THE SPONSORING GOVERNMENT AGENCY (OR THE APPLICANT, SPONSOR, OR OWNER).
- (F) EACH PAYROLL SUBMITTED SHALL BE ACCOMPANIED BY A "STATEMENT OF COMPLIANCE," SIGNED BY THE CONTRACTOR OR SUBCONTRACTOR OR HIS OR HER AGENT WHO PAYS OR SUPERVISES THE PAYMENT OF THE PERSONS EMPLOYED UNDER THE CONTRACT AND SHALL CERTIFY THE FOLLOWING:
 - (1) THAT THE PAYROLL FOR THE PAYROLL PERIOD CONTAINS THE INFORMATION REQUIRED TO BE PROVIDED UNDER § 5.5 (A)(3)(II) OF REGULATIONS, 29 CFR PART 5, THE APPROPRIATE INFORMATION IS BEING MAINTAINED UNDER § 5.5 (A)(3)(I) OF REGULATIONS, 29 CFR PART 5, AND THAT SUCH INFORMATION IS CORRECT AND COMPLETE:
 - (2) THAT EACH LABORER OR MECHANIC (INCLUDING EACH HELPER, APPRENTICE, AND TRAINEE)EMPLOYED ON THE CONTRACT DURING THE PAYROLL PERIOD HAS BEEN PAID THE FULL WEEKLY WAGESEARNED, WITHOUT REBATE, EITHER DIRECTLY OR INDIRECTLY, AND THAT NO DEDUCTIONS HAVE BEEN MADE EITHER DIRECTLY OR INDIRECTLY FROM THE FULL WAGES EARNED, OTHER THAN PERMISSIBLE DEDUCTIONS AS SET FORTH IN REGULATIONS, 29 CFR PART 3;
 - (3) THAT EACH LABORER OR MECHANIC HAS BEEN PAID NOT LESS THAN THE APPLICABLE WAGE RATES AND FRINGE BENEFITS OR CASH EQUIVALENTS FOR THE CLASSIFICATION OF WORK PERFORMED, AS SPECIFIED IN THE APPLICABLE WAGE DETERMINATION INCORPORATED INTO THE CONTRACT.
- (G) THE WEEKLY SUBMISSION OF A PROPERLY EXECUTED CERTIFICATION SET FORTH ON THE REVERSE SIDE OF OPTIONAL FORM WH-347 SHALL SATISFY THE REQUIREMENT FOR SUBMISSION OF THE "STATEMENT OF COMPLIANCE" REQUIRED BY PARAGRAPH (A)(3)(II)(B) OF THIS SECTION.
- (H) THE FALSIFICATION OF ANY OF THE ABOVE CERTIFICATIONS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION UNDER SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.
 - (j) THE CONTRACTOR OR SUBCONTRACTOR SHALL MAKE THE RECORDS REQUIRED UNDER PARAGRAPH (A)(3)(I) OF THIS SECTION AVAILABLE FOR INSPECTION, COPYING, OR TRANSCRIPTION BY AUTHORIZED REPRESENTATIVES OF THE (WRITE THE NAME OF THE AGENCY) OR THE DEPARTMENT OF LABOR, AND SHALL PERMIT SUCH REPRESENTATIVES TO INTERVIEW EMPLOYEES DURING WORKING HOURS ON THE JOB. IF THE CONTRACTOR OR SUBCONTRACTOR FAILS TO SUBMIT THE REQUIRED

RECORDS OR TO MAKE THEM AVAILABLE, THE FEDERAL AGENCY MAY, AFTER WRITTEN NOTICE TO THE CONTRACTOR, SPONSOR, APPLICANT, OR OWNER, TAKE SUCH ACTION AS MAY BE NECESSARY TO CAUSE THE SUSPENSION OF ANY FURTHER PAYMENT, ADVANCE, OR GUARANTEE OF FUNDS. FURTHERMORE, FAILURE TO SUBMIT THE REQUIRED RECORDS UPON REQUEST OR TO MAKE SUCH RECORDS AVAILABLE MAY BE GROUNDS FOR DEBARMENT ACTION PURSUANT TO 29 CFR 5.12.

(1) APPRENTICES AND TRAINEES -

- (ii) APPRENTICES. APPRENTICES WILL BE PERMITTED TO WORK AT LESS THAN THE PREDETERMINED RATE FOR THE WORK THEY PERFORMED WHEN THEY ARE EMPLOYED PURSUANT TO AND INDIVIDUALLY REGISTERED IN A BONA FIDE APPRENTICESHIP PROGRAM REGISTERED WITH THE U.S. DEPARTMENT OF LABOR, EMPLOYMENT AND TRAINING ADMINISTRATION, OFFICE OF APPRENTICESHIP TRAINING, EMPLOYER AND LABOR SERVICES, OR WITH A STATE APPRENTICESHIP AGENCY RECOGNIZED BY THE OFFICE, OR IF A PERSON IS EMPLOYED IN HIS OR HER FIRST 90 DAYS OF PROBATIONARY EMPLOYMENT AS AN APPRENTICE IN SUCH AN APPRENTICESHIP PROGRAM, WHO IS NOT INDIVIDUALLY REGISTERED IN THE PROGRAM, BUT WHO HAS BEEN CERTIFIED BY THE OFFICE OF APPRENTICESHIP TRAINING, EMPLOYER AND LABOR SERVICES OR A STATE APPRENTICESHIP AGENCY (WHERE APPROPRIATE) TO BE ELIGIBLE FOR PROBATIONARY EMPLOYMENT AS AN APPRENTICE. THE ALLOWABLE RATIO OF APPRENTICES TO JOURNEYMEN ON THE JOB SITE IN ANY CRAFT CLASSIFICATION SHALL NOT BE GREATER THAN THE RATIO PERMITTED TO THE CONTRACTOR AS TO THE ENTIRE WORK FORCE UNDER THE REGISTERED PROGRAM. ANY WORKER LISTED ON A PAYROLL AT AN APPRENTICE WAGE RATE, WHO IS NOT REGISTERED OR OTHERWISE EMPLOYED AS STATED ABOVE, SHALL BE PAID NOT LESS THAN THE APPLICABLE WAGE RATE ON THE WAGE DETERMINATION FOR THE CLASSIFICATION OF WORK ACTUALLY PERFORMED. IN ADDITION, ANY APPRENTICE PERFORMING WORK ON THE JOB SITE IN EXCESS OF THE RATIO PERMITTED UNDER THE REGISTERED PROGRAM SHALL BE PAID NOT LESS THAN THE APPLICABLE WAGE RATE ON THE WAGE DETERMINATION FOR THE WORK ACTUALLY PERFORMED. WHERE A CONTRACTOR IS PERFORMING CONSTRUCTION ON A PROJECT IN A LOCALITY OTHER THAN THAT IN WHICH ITS PROGRAM IS REGISTERED. THE RATIOS AND WAGE RATES (EXPRESSED IN PERCENTAGES OF THE JOURNEYMAN'S HOURLY RATE) SPECIFIED IN THE CONTRACTOR'S OR SUBCONTRACTOR'S REGISTERED PROGRAM SHALL BE OBSERVED. EVERY APPRENTICE MUST BE PAID AT NOT LESS THAN THE RATE SPECIFIED IN THE REGISTERED PROGRAM FOR THE APPRENTICE'S LEVEL OF PROGRESS, EXPRESSED AS A PERCENTAGE OF THE JOURNEYMEN HOURLY RATE SPECIFIED IN THE APPLICABLE WAGE DETERMINATION. APPRENTICES SHALL BE PAID FRINGE BENEFITS IN ACCORDANCE WITH THE PROVISIONS OF THE APPRENTICESHIP PROGRAM. IF THE APPRENTICESHIP PROGRAM DOES NOT SPECIFY FRINGE BENEFITS, APPRENTICES MUST BE PAID THE FULL AMOUNT OF FRINGE BENEFITS LISTED ON THE WAGE DETERMINATION FOR THE APPLICABLE CLASSIFICATION. IF THE ADMINISTRATOR DETERMINES THAT A DIFFERENT PRACTICE PREVAILS FOR THE APPLICABLE APPRENTICE CLASSIFICATION, FRINGES SHALL BE PAID IN ACCORDANCE WITH THAT DETERMINATION. IN THE EVENT THE OFFICE OF APPRENTICESHIP TRAINING EMPLOYER AND LABOR SERVICES, OR A STATE APPRENTICESHIP AGENCY RECOGNIZED BY THE OFFICE, WITHDRAWS APPROVAL OF AN APPRENTICESHIP PROGRAM, THE CONTRACTOR WILL NO LONGER BE PERMITTED TO UTILIZE APPRENTICES AT LESS THAN THE APPLICABLE PREDETERMINED RATE FOR THE WORK PERFORMED UNTIL AN ACCEPTABLE PROGRAM IS APPROVED.
- (ii) TRAINEES. EXCEPT AS PROVIDED IN 29 CFR 5.16, TRAINEES WILL NOT BE PERMITTED TO WORK AT LESS THAN THE PREDETERMINED RATE FOR THE WORK PERFORMED UNLESS THEY ARE EMPLOYED PURSUANT TO AND INDIVIDUALLY REGISTERED IN A PROGRAM WHICH HAS RECEIVED PRIOR APPROVAL, EVIDENCED BY FORMAL CERTIFICATION BY THE U.S. DEPARTMENT OF LABOR, EMPLOYMENT AND TRAINING ADMINISTRATION. THE RATIO OF TRAINEES TO JOURNEYMEN ON THE JOB SITE SHALL NOT BE GREATER THAN PERMITTED UNDER THE PLAN APPROVED BY THE EMPLOYMENT AND TRAINING ADMINISTRATION. EVERY TRAINEE MUST BE PAID AT NOT LESS THAN THE RATE SPECIFIED IN THE APPROVED PROGRAM FOR THE TRAINEE'S LEVEL OF PROGRESS, EXPRESSED AS A PERCENTAGE OF THE JOURNEYMAN HOURLY RATE SPECIFIED IN THE APPLICABLE WAGE DETERMINATION. TRAINEES SHALL BE PAID FRINGE BENEFITS IN ACCORDANCE WITH THE PROVISIONS OF THE TRAINEE PROGRAM. IF THE TRAINEE PROGRAM DOES NOT MENTION FRINGE BENEFITS, TRAINEES SHALL BE PAID THE FULL AMOUNT OF FRINGE BENEFITS LISTED ON THE WAGE DETERMINATION UNLESS THE ADMINISTRATOR OF THE WAGE AND HOUR DIVISION DETERMINES THAT THERE IS AN APPRENTICESHIP PROGRAM ASSOCIATED WITH THE CORRESPONDING JOURNEYMAN WAGE RATE ON THE WAGE DETERMINATION WHICH PROVIDES FOR LESS THAN FULL FRINGE BENEFITS FOR APPRENTICES, ANY EMPLOYEE LISTED ON THE PAYROLL AT A TRAINEE RATE WHO IS NOT REGISTERED AND PARTICIPATING IN A TRAINING PLAN APPROVED BY THE EMPLOYMENT AND TRAINING ADMINISTRATION SHALL BE PAID NOT LESS THAN THE APPLICABLE WAGE RATE ON THE WAGE DETERMINATION FOR THE CLASSIFICATION OF WORK ACTUALLY PERFORMED. IN ADDITION, ANY TRAINEE PERFORMING WORK ON THE JOB SITE IN EXCESS OF THE RATIO PERMITTED UNDER THE REGISTERED PROGRAM SHALL BE PAID NOT LESS THAN THE APPLICABLE WAGE RATE ON THE WAGE DETERMINATION FOR THE WORK ACTUALLY PERFORMED. IN THE EVENT THE EMPLOYMENT AND TRAINING ADMINISTRATION WITHDRAWS APPROVAL OF A TRAINING PROGRAM, THE CONTRACTOR WILL NO LONGER BE PERMITTED TO UTILIZE TRAINEES AT LESS THAN THE APPLICABLE PREDETERMINED RATE FOR THE WORK PERFORMED UNTIL AN ACCEPTABLE PROGRAM IS APPROVED.
- (iii)EQUAL EMPLOYMENT OPPORTUNITY. THE UTILIZATION OF APPRENTICES, TRAINEES AND JOURNEYMEN UNDER THIS PART SHALL BE IN CONFORMITY WITH THE EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS OF EXECUTIVE ORDER 11246, AS AMENDED, AND 29 CFR PART 30.
- (1) COMPLIANCE WITH COPELAND ACT REQUIREMENTS. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF 29 CFR PART 3, WHICH ARE INCORPORATED BY REFERENCE IN THIS CONTRACT.
- (2) SUBCONTRACTS. THE CONTRACTOR OR SUBCONTRACTOR SHALL INSERT IN ANY SUBCONTRACTS THE CLAUSES CONTAINED IN 29 CFR 5.5(A)(1) THROUGH (10) AND SUCH OTHER CLAUSES AS THE (WRITE IN THE NAME OF THE FEDERAL AGENCY) MAY BY APPROPRIATE INSTRUCTIONS REQUIRE, AND ALSO A CLAUSE REQUIRING THE SUBCONTRACTORS TO INCLUDE THESE CLAUSES IN ANY LOWER TIER SUBCONTRACTS.

THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLIANCE BY ANY SUBCONTRACTOR OR LOWER TIER SUBCONTRACTOR WITH ALL THE CONTRACT CLAUSES IN 29 CFR 5.5.

- (3) CONTRACT TERMINATION: DEBARMENT. A BREACH OF THE CONTRACT CLAUSES IN 29 CFR 5.5 MAY BE GROUNDS FOR TERMINATION OF THE CONTRACT, AND FOR DEBARMENT AS A CONTRACTOR AND A SUBCONTRACTOR AS PROVIDED IN 29 CFR 5.12.
- (4) COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REQUIREMENTS. ALL RULINGS AND INTERPRETATIONS OF THE DAVIS-BACON AND RELATED ACTS CONTAINED IN 29 CFR PARTS 1, 3, AND 5 ARE HEREIN INCORPORATED BY REFERENCE IN THIS CONTRACT.
- (5) DISPUTES CONCERNING LABOR STANDARDS. DISPUTES ARISING OUT OF THE LABOR STANDARDS PROVISIONS OF THIS CONTRACT SHALL NOT BE SUBJECT TO THE GENERAL DISPUTES CLAUSE OF THIS CONTRACT. SUCH DISPUTES SHALL BE RESOLVED IN ACCORDANCE WITH THE PROCEDURES OF THE DEPARTMENT OF LABOR SET FORTH IN 29 CFR PARTS 5, 6, AND 7. DISPUTES WITHIN THE MEANING OF THIS CLAUSE INCLUDE DISPUTES BETWEEN THE CONTRACTOR (OR ANY OF ITS SUBCONTRACTORS) AND THE CONTRACTING AGENCY, THE U.S. DEPARTMENT OF LABOR, OR THE EMPLOYEES OR THEIR REPRESENTATIVES.

(6) CERTIFICATION OF ELIGIBILITY.

- (i) BY ENTERING INTO THIS CONTRACT, THE CONTRACTOR CERTIFIES THAT NEITHER IT (NOR HE OR SHE) NOR ANY PERSON OR FIRM WHO HAS AN INTEREST IN THE CONTRACTOR'S FIRM IS A PERSON OR FIRM INELIGIBLE TO BE AWARDED GOVERNMENT CONTRACTS BY VIRTUE OF SECTION 3(A) OF THE DAVIS-BACON ACT OR 29 CFR 5.12(A)(1).
- (ii) NO PART OF THIS CONTRACT SHALL BE SUBCONTRACTED TO ANY PERSON OR FIRM INELIGIBLE FOR AWARD OF A GOVERNMENT CONTRACT BY VIRTUE OF SECTION 3(A) OF THE DAVIS-BACON ACT OR 29 CFR 5.12(A)(1).
- (iii)THE PENALTY FOR MAKING FALSE STATEMENTS IS PRESCRIBED IN THE U.S. CRIMINAL CODE, 18 U.S.C. 1001.
- (a) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. THE AGENCY HEAD SHALL CAUSE OR REQUIRE THE CONTRACTING OFFICER TO INSERT THE FOLLOWING CLAUSES SET FORTH IN PARAGRAPHS (B)(1), (2), (3), AND (4) OF THIS SECTION IN FULL IN ANY CONTRACT IN AN AMOUNT IN EXCESS OF \$100,000 AND SUBJECT TO THE OVERTIME PROVISIONS OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. THESE CLAUSES SHALL BE INSERTED IN ADDITION TO THE CLAUSES REQUIRED BY § 5.5(A) OR § 4.6 OF PART 4 OF THIS TITLE. AS USED IN THIS PARAGRAPH, THE TERMS LABORERS AND MECHANICS INCLUDE WATCHMEN AND GUARDS.
- (7) OVERTIME REQUIREMENTS. NO CONTRACTOR OR SUBCONTRACTOR CONTRACTING FOR ANY PART OF THE CONTRACT WORK WHICH MAY REQUIRE OR INVOLVE THE EMPLOYMENT OF LABORERS OR MECHANICS SHALL REQUIRE OR PERMIT ANY SUCH LABORER OR MECHANIC IN ANY WORKWEEK IN WHICH HE OR SHE IS EMPLOYED ON SUCH WORK TO WORK IN EXCESS OF FORTY HOURS IN SUCH WORKWEEK UNLESS SUCH LABORER OR MECHANIC RECEIVES COMPENSATION AT A RATE NOT LESS THAN ONE AND ONE-HALF TIMES THE BASIC RATE OF PAY FOR ALL HOURS WORKED IN EXCESS OF FORTY HOURS IN SUCH WORKWEEK.
- (8) VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES. IN THE EVENT OF ANY VIOLATION OF THE CLAUSE SET FORTH IN PARAGRAPH (B)(1) OF THIS SECTION THE CONTRACTOR AND ANY SUBCONTRACTOR RESPONSIBLE THEREFOR SHALL BE LIABLE FOR THE UNPAID WAGES. IN ADDITION, SUCH CONTRACTOR AND SUBCONTRACTOR SHALL BE LIABLE TO THE UNITED STATES (IN THE CASE OF WORK DONE UNDER CONTRACT FOR THE DISTRICT OF COLUMBIA OR A TERRITORY, TO SUCH DISTRICT OR TO SUCH TERRITORY), FOR LIQUIDATED DAMAGES. SUCH LIQUIDATED DAMAGES SHALL BE COMPUTED WITH RESPECT TO EACH INDIVIDUAL LABORER OR MECHANIC, INCLUDING WATCHMEN AND GUARDS, EMPLOYED IN VIOLATION OF THE CLAUSE SET FORTH IN PARAGRAPH (B)(1) OF THIS SECTION, IN THE SUM OF \$25 FOR EACH CALENDAR DAY ON WHICH SUCH INDIVIDUAL WAS REQUIRED OR PERMITTED TO WORK IN EXCESS OF THE STANDARD WORKWEEK OF FORTY HOURS WITHOUT PAYMENT OF THE OVERTIME WAGES REQUIRED BY THE CLAUSE SET FORTH IN PARAGRAPH (B)(1) OF THIS SECTION.
- (9) WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES. THE (WRITE IN THE NAME OF THE FEDERAL AGENCY OR THE LOAN OR GRANT RECIPIENT) SHALL UPON ITS OWN ACTION OR UPON WRITTEN REQUEST OF AN AUTHORIZED REPRESENTATIVE OF THE DEPARTMENT OF LABOR WITHHOLD OR CAUSE TO BE WITHHELD, FROM ANY MONEYS PAYABLE ON ACCOUNT OF WORK PERFORMED BY THE CONTRACTOR OR SUBCONTRACTOR UNDER ANY SUCH CONTRACT OR ANY OTHER FEDERAL CONTRACT WITH THE SAME PRIME CONTRACTOR, OR ANY OTHER FEDERALLY-ASSISTED CONTRACT SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, WHICH IS HELD BY THE SAME PRIME CONTRACTOR, SUCH SUMS AS MAY BE DETERMINED TO BE NECESSARY TO SATISFY ANY LIABILITIES OF SUCH CONTRACTOR OR SUBCONTRACTOR FOR UNPAID WAGES AND LIQUIDATED DAMAGES AS PROVIDED IN THE CLAUSE SET FORTH IN PARAGRAPH (B)(2) OF THIS SECTION.
- (10) SUBCONTRACTS. THE CONTRACTOR OR SUBCONTRACTOR SHALL INSERT IN ANY SUBCONTRACTS THE CLAUSES SET FORTH IN PARAGRAPH (B)(1) THROUGH (4) OF THIS SECTION AND ALSO A CLAUSE REQUIRING THE SUBCONTRACTORS TO INCLUDE THESE CLAUSES IN ANY LOWER TIER SUBCONTRACTS. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE BY ANY SUBCONTRACTOR OR LOWER TIER SUBCONTRACTOR WITH THE CLAUSES SET FORTH IN PARAGRAPHS (B)(1) THROUGH (4) OF THIS SECTION.
 - (a)IN ADDITION TO THE CLAUSES CONTAINED IN PARAGRAPH (B), IN ANY CONTRACT SUBJECT ONLY TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT AND NOT TO ANY OF THE OTHER STATUTES CITED IN § 5.1, THE AGENCY HEAD SHALL CAUSE OR REQUIRE THE CONTRACTING OFFICER TO INSERT A CLAUSE REQUIRING THAT THE CONTRACTOR OR SUBCONTRACTOR SHALL MAINTAIN PAYROLLS AND BASIC PAYROLL RECORDS DURING THE COURSE OF THE WORK AND SHALL PRESERVE THEM FOR A PERIOD OF THREE YEARS FROM THE COMPLETION OF THE CONTRACT FOR ALL LABORERS AND MECHANICS, INCLUDING GUARDS AND WATCHMEN, WORKING ON THE CONTRACT. SUCH RECORDS SHALL CONTAIN THE NAME AND ADDRESS OF EACH SUCH EMPLOYEE, SOCIAL SECURITY NUMBER, CORRECT CLASSIFICATIONS, HOURLY

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COMPLIANCE VERIFICATION

- (a) THE BORROWER SHALL PERIODICALLY INTERVIEW A SUFFICIENT NUMBER OF EMPLOYEES ENTITLED TO DB PREVAILING WAGES (COVERED EMPLOYEES) TO VERIFY THAT CONTRACTORS OR SUBCONTRACTORS ARE PAYING THE APPROPRIATE WAGE RATES. AS PROVIDED IN 29 CFR 5.6(A)(3), ALL INTERVIEWS MUST BE CONDUCTED IN CONFIDENCE. THE BORROWER MUST USE STANDARD FORM 1445 (SF 1445) OR EQUIVALENT DOCUMENTATION TO MEMORIALIZE THE INTERVIEWS. COPIES OF THE SF 1445 ARE AVAILABLE FROM EPA ON REQUEST.
- (b) THE BORROWER SHALL ESTABLISH AND FOLLOW AN INTERVIEW SCHEDULE BASED ON ITS ASSESSMENT OF THE RISKS OF NONCOMPLIANCE WITH DB POSED BY CONTRACTORS OR SUBCONTRACTORS AND THE DURATION OF THE CONTRACT OR SUBCONTRACT. BORROWERS MUST CONDUCT MORE FREQUENT INTERVIEWS IF THE INITIAL INTERVIEWS OR OTHER INFORMATION INDICATED THAT THERE IS A RISK THAT THE CONTRACTOR OR SUBCONTRACTOR IS NOT COMPLYING WITH DB. BORROWERS SHALL IMMEDIATELY CONDUCT INTERVIEWS IN RESPONSE TO AN ALLEGED VIOLATION OF THE PREVAILING WAGE REQUIREMENTS. ALL INTERVIEWS SHALL BE CONDUCTED IN CONFIDENCE.
- (c) THE BORROWER SHALL PERIODICALLY CONDUCT SPOT CHECKS OF A REPRESENTATIVE SAMPLE OF WEEKLY PAYROLL DATA TO VERIFY THAT CONTRACTORS OR SUBCONTRACTORS ARE PAYING THE APPROPRIATE WAGE RATES. THE BORROWER SHALL ESTABLISH AND FOLLOW A SPOT CHECK SCHEDULE BASED ON ITS ASSESSMENT OF THE RISKS OF NONCOMPLIANCE WITH DB POSED BY CONTRACTORS OR SUBCONTRACTORS AND THE DURATION OF THE CONTRACT OR SUBCONTRACT. AT A MINIMUM, IF PRACTICABLE, THE BORROWER SHOULD SPOT CHECK PAYROLL DATA WITHIN TWO WEEKS OF EACH CONTRACTOR OR SUBCONTRACTOR'S SUBMISSION OF ITS INITIAL PAYROLL DATA AND TWO WEEKS PRIOR TO THE COMPLETION DATE THE CONTRACT OR SUBCONTRACT. BORROWERS MUST CONDUCT MORE FREQUENT SPOT CHECKS IF THE INITIAL SPOT CHECK OR OTHER INFORMATION INDICATES THAT THERE IS A RISK THAT THE CONTRACTOR OR SUBCONTRACTOR IS NOT COMPLYING WITH DB. IN ADDITION, DURING THE EXAMINATIONS THE BORROWER SHALL VERIFY EVIDENCE OF FRINGE BENEFIT PLANS AND PAYMENTS THERE UNDER BY CONTRACTORS AND SUBCONTRACTORS WHO CLAIM CREDIT FOR FRINGE BENEFIT CONTRIBUTIONS.
- (d) THE BORROWER SHALL PERIODICALLY REVIEW CONTRACTOR'S AND SUBCONTRACTOR'S USE OF APPRENTICES AND TRAINEES TO VERIFY REGISTRATION AND CERTIFICATION WITH RESPECT TO APPRENTICESHIP AND TRAINING PROGRAMS APPROVED BY EITHER THE U.S DEPARTMENT OF LABOR OR A STATE, AS APPROPRIATE, AND THAT CONTRACTORS AND SUBCONTRACTORS ARE NOT USING DISPROPORTIONATE NUMBERS OF, LABORERS, TRAINEES AND APPRENTICES. THESE REVIEWS SHALL BE CONDUCTED IN ACCORDANCE WITH THE SCHEDULES FOR SPOT CHECKS AND INTERVIEWS DESCRIBED IN ITEM 5(B) AND (C) ABOVE.
- (e) BORROWERS MUST IMMEDIATELY REPORT POTENTIAL VIOLATIONS OF THE DB PREVAILING WAGE REQUIREMENTS TO THE EPA DB CONTACT LISTED ABOVE AND TO THE APPROPRIATE DOL WAGE AND HOUR DISTRICT OFFICE LISTED AT HTTP://WWW.DOL.GOV/WHD/AMERICA2.HTM.

DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

- 1. IF THE PRICE OF THIS AGREEMENT/CONTRACT EQUALS OR EXCEEDS \$25,000, THE OWNER SHALL NOT AWARD THIS AGREEMENT/CONTRACT, NOR PERMIT ANY LOWER TIER GOODS OR SERVICES (INCLUDING CONSTRUCTION) SUBCONTRACT WITH A PRICE EQUALING OR EXCEEDING \$25,000 TO BE AWARDED, TO ANY PARTY THAT IS DEBARRED OR SUSPENDED OR IS OTHERWISE EXCLUDED FROM, OR INELIGIBLE FOR PARTICIPATION IN, FEDERAL ASSISTANCE PROGRAMS UNDER EXECUTIVE ORDER 12549 (DEBARMENT AND SUSPENSION).
- 2. THE ATTENTION OF ALL BIDDERS OR PROSPECTIVE CONTRACTORS (INCLUDING THE CONTRACTOR) IS DIRECTED TO THE CERTIFICATION/CLAUSE ENTITLED "CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS", FROM 40 CFR PART 32. THE CERTIFICATION/CLAUSE ENTITLED "CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS" IS APPLICABLE TO THIS AGREEMENT/CONTRACT IF THE PRICE OF THIS AGREEMENT/CONTRACT EQUALS OR EXCEEDS \$25,000.
- 3. IF BIDDERS OR PROSPECTIVE CONTRACTORS (INCLUDING THE CONTRACTOR), OR ANY PROSPECTIVE SUBCONTRACTORS AT ANY TIER, INTEND TO LET ANY LOWER TIER GOODS OR SERVICES (INCLUDING CONSTRUCTION) SUBCONTRACTS FOR ANY PORTION OF THE WORK, THEY SHALL PHYSICALLY INCLUDE THE CERTIFICATION/CLAUSE ENTITLED "CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS", IN ALL LOWER TIER GOODS AND SERVICES (INCLUDING CONSTRUCTION) SUBCONTRACTS WITH A PRICE EQUALING OR EXCEEDING \$25,000 AND IN ALL SOLICITATIONS FOR SUCH SUBCONTRACTS.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

"THE CONTRACTOR SHALL NOT DISCRIMINATE ON BASIS OF RACE, COLOR, NATIONAL ORIGIN OR SEX IN THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL CARRY OUT APPLICABLE REQUIREMENTS OF 40 CFR PART 33 IN THE AWARD AND ADMINISTRATION OF CONTRACTS AWARDED UNDER EPA FINANCIAL ASSISTANCE AGREEMENTS. FAILURE BY THE CONTRACTOR TO CARRY OUT THESE REQUIREMENTS IS A MATERIAL BREACH OF THIS CONTRACT WHICH MAY RESULT IN THE TERMINATION OF THIS CONTRACT OR OTHER LEGALLY AVAILABLE REMEDIES."

DRUG-FREE WORKPLACE ACT OF 1988 (PUBLIC LAW 100-690, TITLE V, SUBTITLE D, AS

AMENDED)

THE CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS OF THE DRUG-FREE WORKPLACE ACT OF 1988 (PUBLIC LAW 100-690, TITLE V, SUBTITLE D, AS AMENDED).

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

IN ORDER TO HAVE A DRUG-FREE WORKPLACE PROGRAM, A BUSINESS SHALL:

- (1) PUBLISH A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSING, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE IS PROHIBITED IN THE WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION.
- (2) INFORM EMPLOYEES ABOUT THE DANGERS OF DRUG ABUSE IN THE WORKPLACE, THE BUSINESS'S POLICY OF MAINTAINING A DRUG-FREE WORKPLACE, ANY AVAILABLE DRUG COUNSELING, REHABILITATION, AND EMPLOYEE ASSISTANCE PROGRAMS, AND THE PENALTIES THAT MAY BE IMPOSED UPON EMPLOYEES FOR DRUG ABUSE VIOLATIONS.
- (3) GIVE EACH EMPLOYEE ENGAGED IN PROVIDING THE COMMODITIES OR CONTRACTUAL SERVICES THAT ARE UNDER BID A COPY OF THE STATEMENT SPECIFIED IN SUBSECTION (1).
- (4) IN THE STATEMENT SPECIFIED IN SUBSECTION (1), NOTIFY THE EMPLOYEES THAT, AS A CONDITION OF WORKING ON THE COMMODITIES OR CONTRACTUAL SERVICES THAT ARE UNDER BID, THE EMPLOYEE WILL ABIDE BY THE TERMS OF THE STATEMENT AND WILL NOTIFY THE EMPLOYER OF ANY CONVICTION OF, OR PLEA OF GUILTY OR NOLO CONTENDERE TO, ANY VIOLATION OF

CHAPTER 893 OR OF ANY CONTROLLED SUBSTANCE LAW OF THE UNITED STATES OR ANY STATE, FOR A VIOLATION OCCURRING IN THE WORKPLACE NO LATER THAN 5 DAYS AFTER SUCH CONVICTION.

- (5) IMPOSE A SANCTION ON OR REQUIRE THE SATISFACTORY PARTICIPATION IN A DRUG ABUSE ASSISTANCE OR REHABILITATION PROGRAM IF SUCH IS AVAILABLE IN THE EMPLOYEE'S COMMUNITY BY, ANY EMPLOYEE WHO IS SO CONVICTED.
- (6) MAKE A GOOD FAITH EFFORT TO CONTINUE TO MAINTAIN A DRUG-FREE WORKPLACE THROUGH IMPLEMENTATION OF THIS SECTION.

LOBBYING CERTIFICATION AND DISCLOSURE

- 1. THE CONTRACTOR MUST COMPLY WITH 31 U.S.C. § 1352 AND 44 C.F.R. PART 18, WHICH PROVIDES THAT NO FEDERAL FINANCIAL ASSISTANCE MAY BE EXPENDED BY A RECIPIENT, SUBRECIPIENT, CONTRACTOR, OR SUBCONTRACTOR TO PAY ANY PERSON TO INFLUENCE, OR ATTEMPT TO INFLUENCE, AN OFFICER OR EMPLOYEE OF ANY AGENCY, A 'MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH ANY FEDERAL ACTION CONCERNING THE AWARD OR, RENEWAL
- 2. IF A THIRD-PARTY CONTRACT WILL EXCEED \$100,000, BEFORE AWARDING THE CONTRACT, THE CONTRACTOR MUST OBTAIN A LOBBYING CERTIFICATION AND, IF APPLICABLE, A LOBBYING DISCLOSURE FROM A PROSPECTIVE THIRD-PARTY CONTRACTOR, 44 C.F.R. § 18,110.
- 3. THE UNIFORM RULES REQUIRE A CONTRACTOR TO INCLUDE PROVISIONS IN ITS CONTRACTS OF \$100,000 OR MORE FOR COMPLIANCE WITH LOBBYING CERTIFICATION AND DISCLOSURE REQUIREMENTS. SEE CHAPTER IV, 12.A.X; 2 C.F.R. PART 200, APPENDIX II, J; DHS STANDARD TERMS AND CONDITIONS, V. 3.0, XVIII (DEC. 4, 2013).

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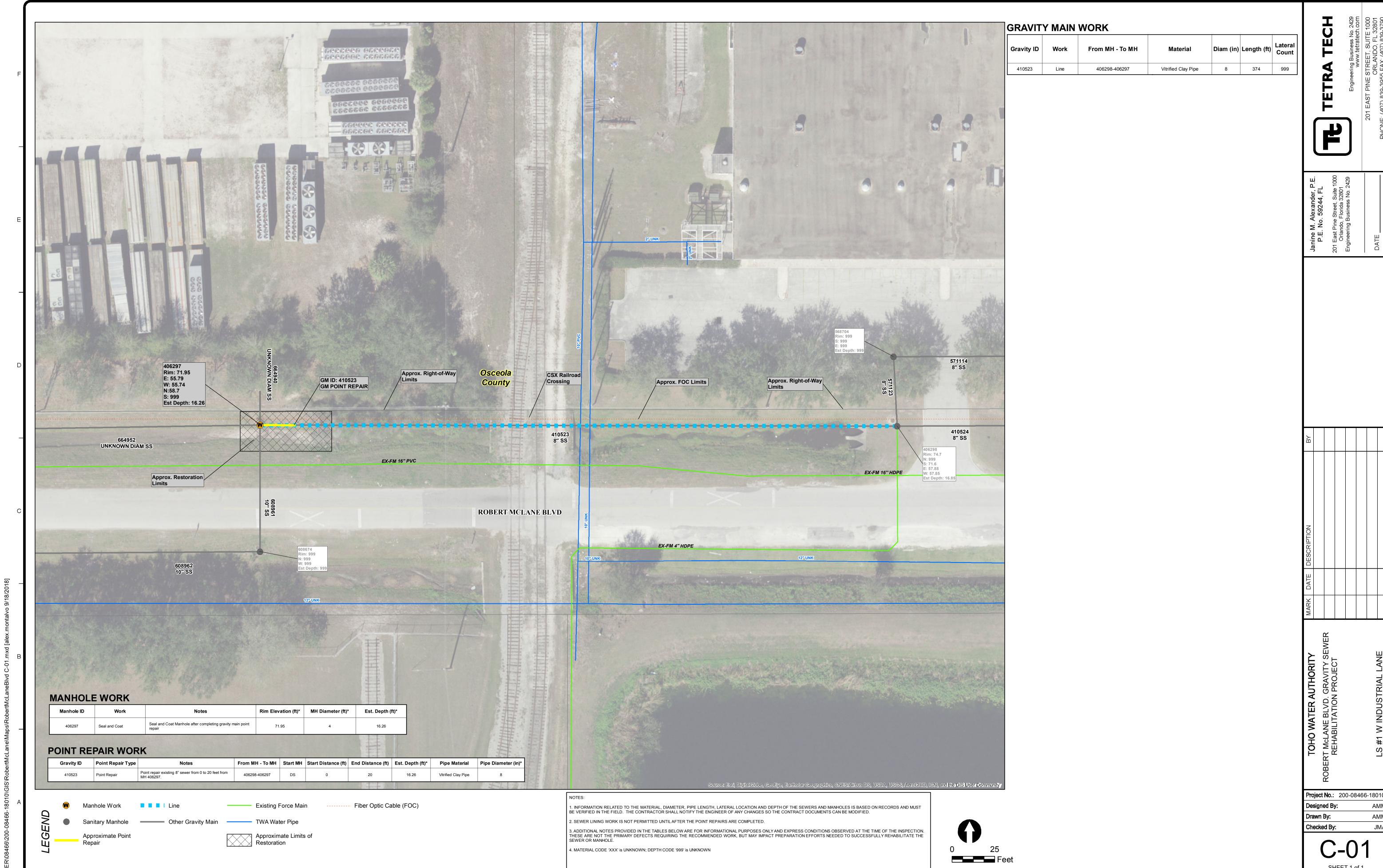
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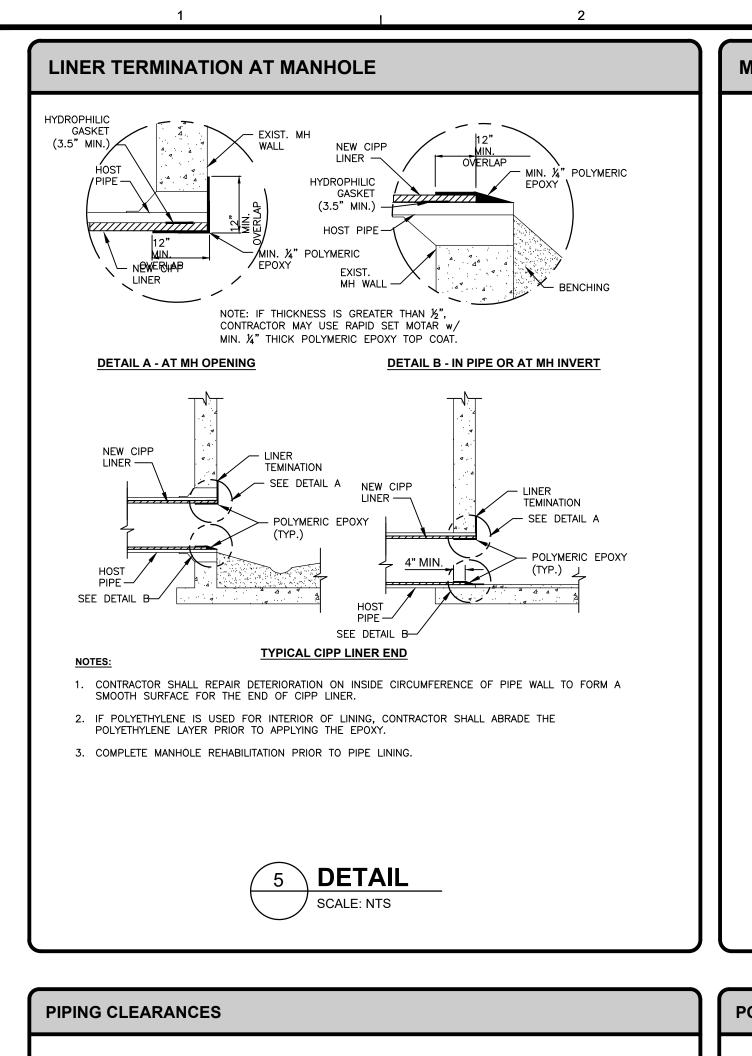
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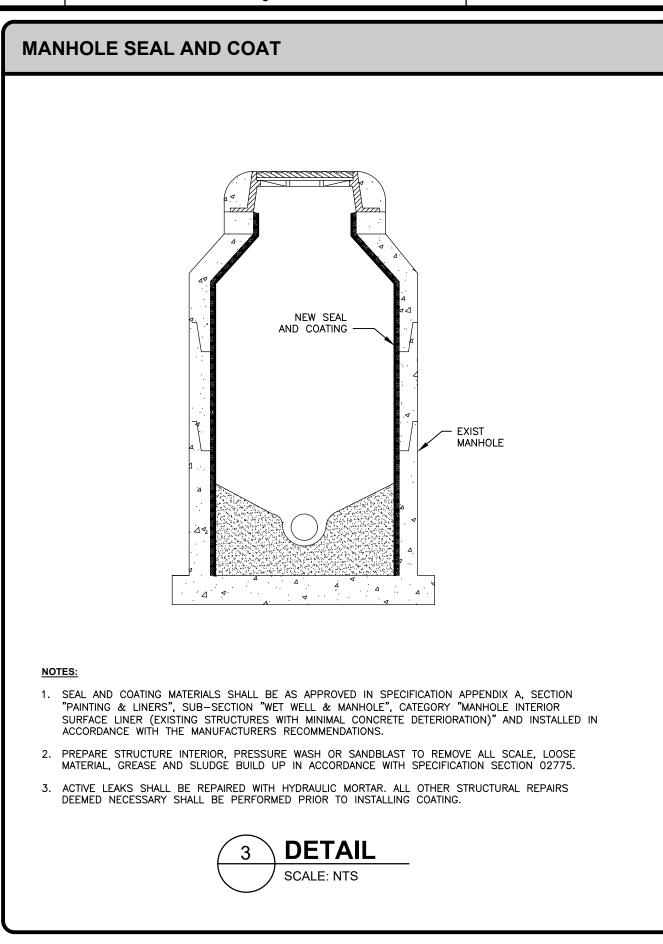
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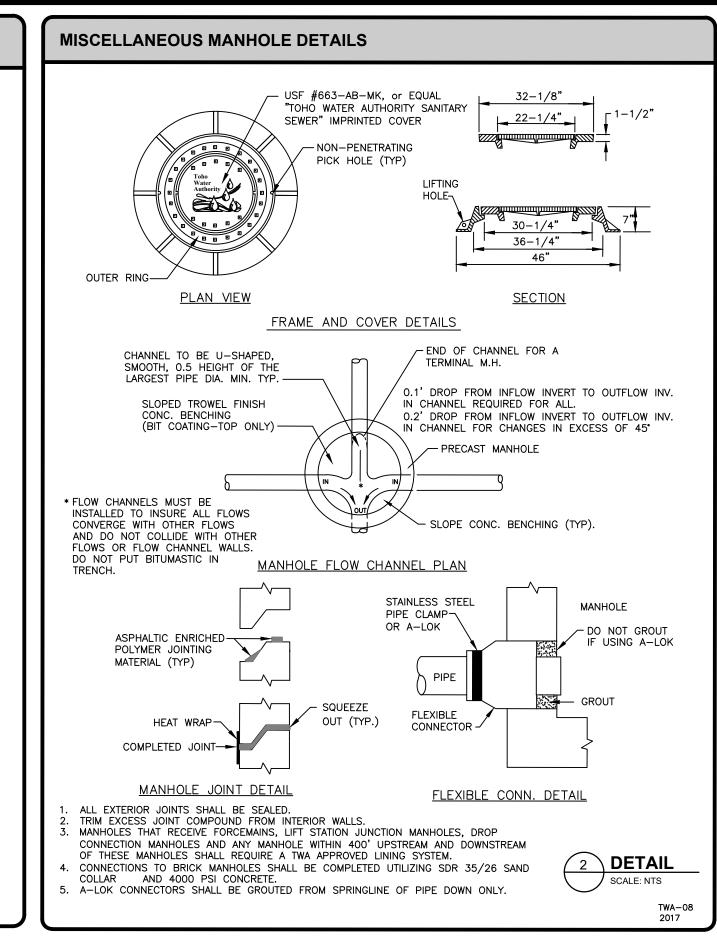
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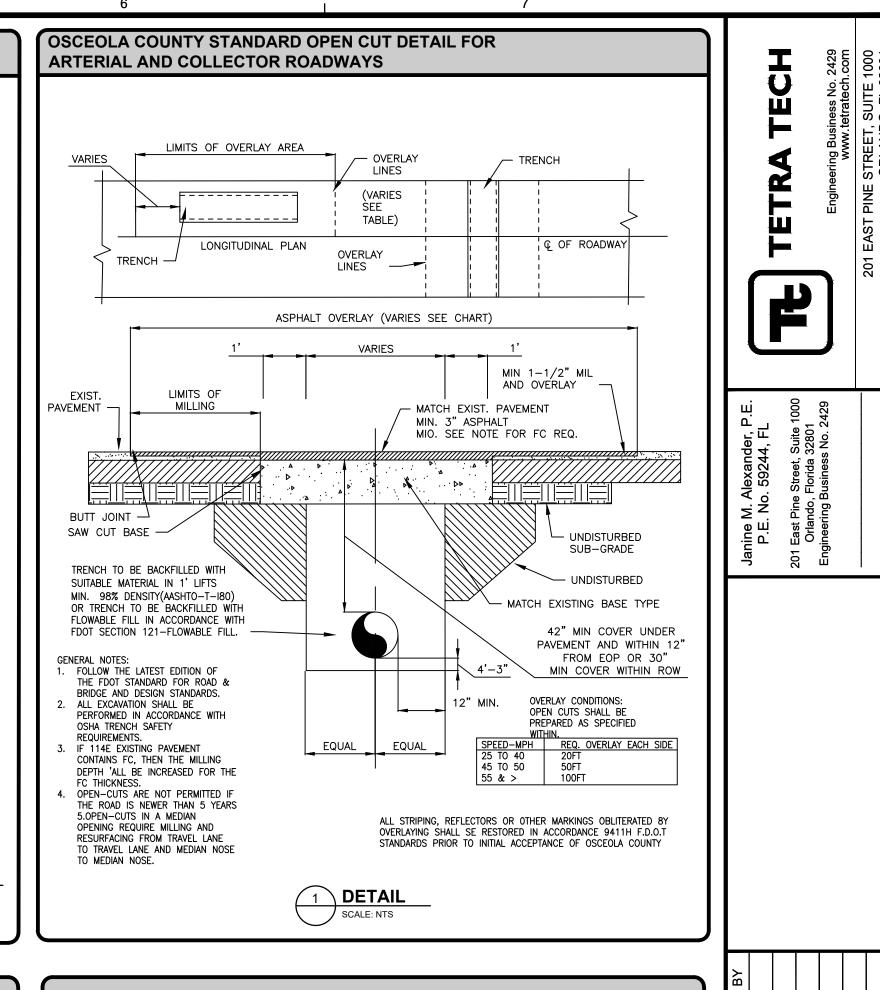
Bar Measures 1 inch

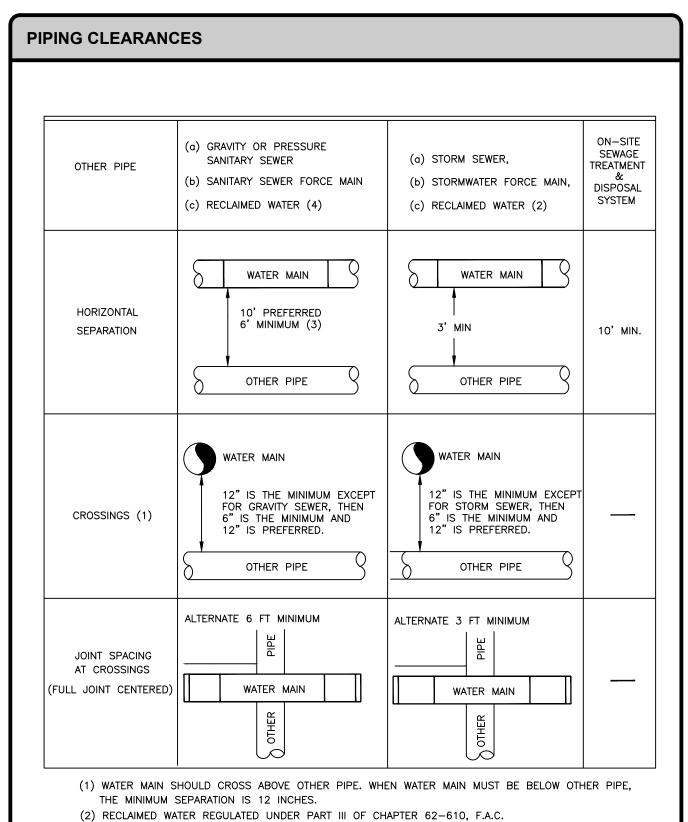










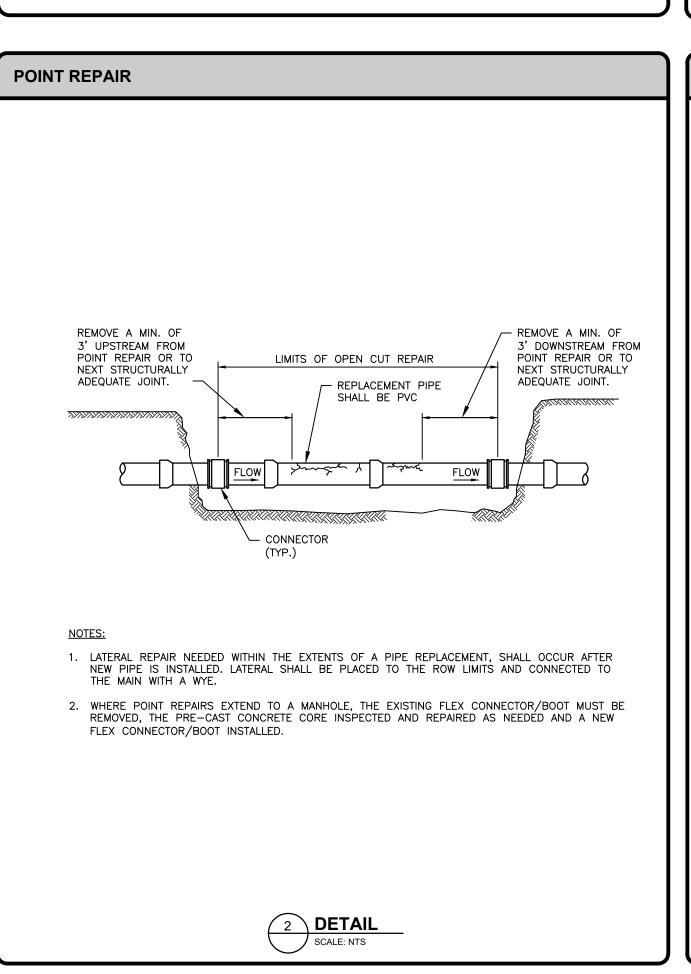


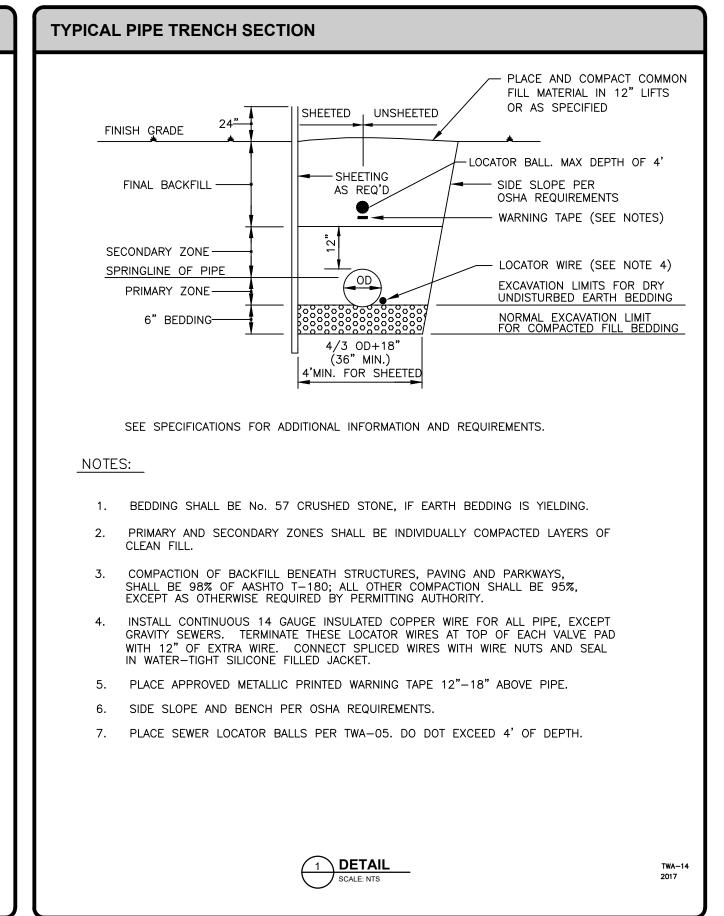
(3) 3 FT FOR GRAVITY SANITARY SEWER WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST

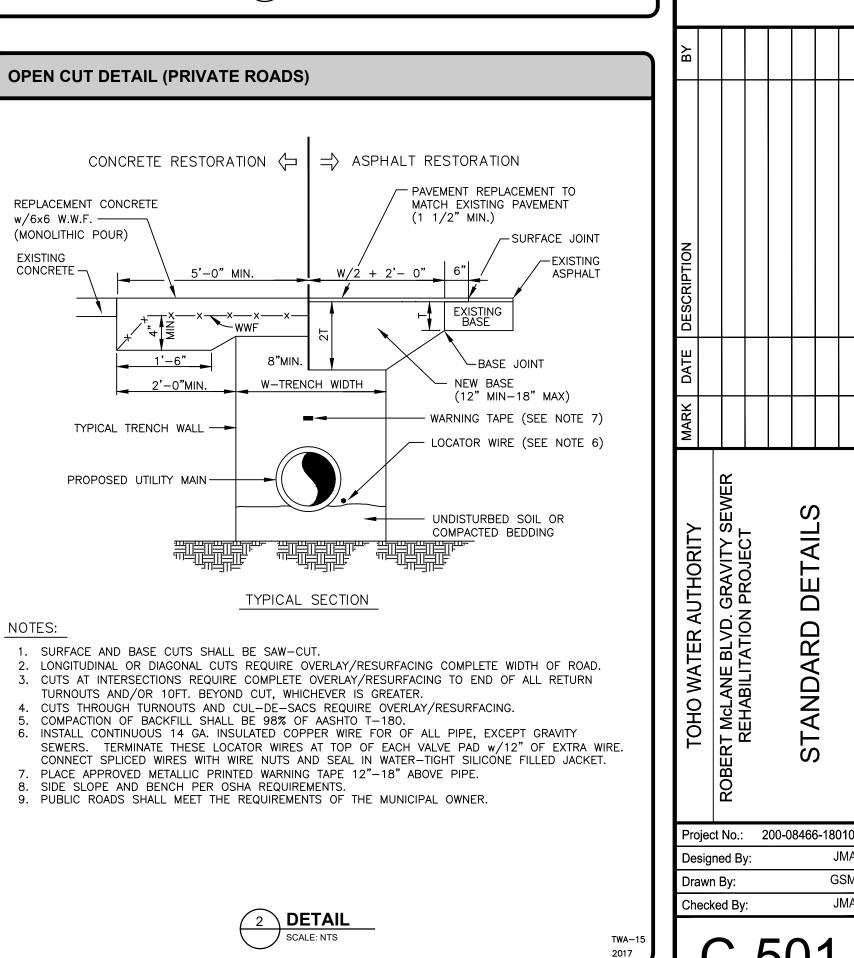
2017

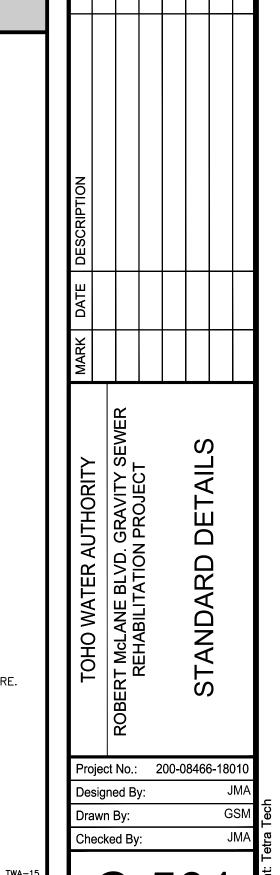
6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.

(4) RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.









TWO-LANE, TWO WAY, WORK OUTSIDE SHOULDER $\overline{}$ \langle \Longrightarrow \Longrightarrow - Offset zone: a. Behind an existing barrier, b. More than 2' behind the curb, c. 15' or more from the edge of travel way. GENERAL NOTES 1. If the work operation (excluding establishing and terminating the work area) requires that two or more work vehicles cross the offset zone in any one hour, traffic control will be in conformance with Index 102-602. 2. No special signing is required. 3. When a side road intersects the highway within the work area, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes. *SYMBOLS* CONDITIONS 4. When construction activities encroach on a sidewalk refer to Index 102-660. Work Area WHERE ANY VEHICLE, EQUIPMENT, 5. For general TCZ requirements and additional information, refer to Index 102-600. WORKERS AND THEIR ACTIVITIES ARE BEHIND AN EXISTING BARRIER, MORE THAN 2' BEHIND THE CURB, OR 15' OR MORE FROM THE EDGE OF TRAVEL WAY. ≥ DESCRIPTION: LAST FY 2018-19 INDEX SHEET FDOT REVISION 5 TWO-LANE, TWO-WAY, WORK OUTSIDE SHOULDER 11/01/17 STANDARD PLANS 102-601 1 of 1

TANDARD Project No.: 200-08466-1801 Designed By: Drawn By:

Par Magauras 1 inch